

**CONTRACT #MA-280-15012124**  
**BETWEEN COUNTY OF ORANGE, JOHN WAYNE AIRPORT**  
**AND**  
**MASTER LANDSCAPE & MAINTENANCE, INC.**  
**FOR EXTERIOR LANDSCAPE MAINTENANCE SERVICES**

*This Agreement*, hereinafter referred to as “CONTRACT”, for Exterior Landscape Maintenance Services, as further described herein is made and entered into as of the date fully executed by and between the COUNTY of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as “COUNTY” and Master Landscape & Maintenance, Inc., with a place of business at 14600 Goldenwest St., Suite 210, Westminster, CA 92683 hereinafter referred to as “CONTRACTOR”, which are sometimes individually referred to as “PARTY” or collectively referred to as “PARTIES.”

**RECITALS**

**WHEREAS**, CONTRACTOR responded to an Invitation for Bid (IFB) for Exterior Landscape Maintenance Services as further set forth herein; and

**WHEREAS**, CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of IFB; and

**WHEREAS**, CONTRACTOR agrees to provide services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

**WHEREAS**, COUNTY agrees to pay CONTRACTOR the fees as further set forth in CONTRACTOR’S Pricing, attached hereto as Attachment B and incorporated herein;

**NOW, THEREFORE**, PARTIES mutually agree as follows:

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. **Entire CONTRACT:** This CONTRACT, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY 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 his designee.
- C. **Amendments – Changes/Extra Work:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by PARTIES; no oral understanding or CONTRACT not incorporated herein shall be binding on either of PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

CONTRACTOR shall make no changes to this CONTRACT without COUNTY’S written consent. In the event that there are new or unforeseen requirements, COUNTY with CONTRACTOR’S concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, CONTRACTOR’S ability to deliver services, or the project schedule, CONTRACTOR shall give COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by COUNTY and CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT amendment. Said amendment shall be issued by COUNTY-assigned Deputy Purchasing Agent (DPA), shall require the mutual consent of all PARTIES, and may be subject to approval by COUNTY Board of Supervisors. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT. No adjustments made to the scope of work shall be authorized or paid for without prior written approval of COUNTY assigned DPA.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted includes California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in accordance with Attachment B, CONTRACTOR’S Pricing
- G. **Warranty:** CONTRACTOR expressly warrants that goods/services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR’S part to indemnify, defend and hold COUNTY and its indemnitees as identified in Article “HH”, and as more fully described in Article “HH”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copy-righted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder shall not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Article “HH”, 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, but not limited to, attorney’s fees, costs and expenses.

I. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign, subcontract or transfer 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.

1. Transfers: CONTRACTOR shall not transfer, assign, or hypothecate (hereinafter referred to as "Transfer") any interest of CONTRACTOR in CONTRACT without the prior written approval of COUNTY. CONTRACTOR shall give COUNTY 30 days' prior written notice of all proposed Transfers. CONTRACTOR shall not make any such Transfers for a period longer than the remaining term of CONTRACT.

If COUNTY approves such Transfers, such approval does not constitute a waiver of any of the terms of CONTRACT. All Transfer documents shall be consistent with the terms, covenants, and conditions of CONTRACT, and in the event of any inconsistency, the provisions of this CONTRACT shall govern.

If CONTRACTOR is a corporation, an unincorporated association, or a partnership, Transfers include the acquisition by any person other than CONTRACTOR of any stock or interest in said corporation, unincorporated association, or partnership in the aggregate amount of 51% or more.

The failure by CONTRACTOR to obtain the prior written approval by COUNTY of any Transfer of CONTRACT or any interest in CONTRACT shall constitute a material breach of this CONTRACT by, and shall not confer any rights upon the transferee. Such failure shall be grounds for termination of this CONTRACT for default per Article K - Termination.

2. Conditions of COUNTY Approval: COUNTY agrees that it shall not arbitrarily withhold consent to any Transfer, but COUNTY may withhold consent at its sole discretion if any of the following conditions exist:
  - i. CONTRACTOR, its successors or assigns are in default of any term, covenant or condition of this CONTRACT, whether notice of default has or has not been given by COUNTY.
  - ii. The prospective assignee or transferee has not agreed in writing to keep, perform and be bound by all the terms, covenants, and conditions of this CONTRACT.
  - iii. The prospective assignee or transferee is not financially capable or not experienced in performing the obligations of this CONTRACT, as determined by COUNTY.
  - iv. All the terms, covenants and conditions of Transfer, including the consideration therefore, of any and every kind, have not been revealed in writing to COUNTY.
  - v. Any construction required of CONTRACTOR as a condition of this CONTRACT has not been completed to the satisfaction of COUNTY.
  - vi. CONTRACTOR has not provided COUNTY with a copy of all documents relating to the Transfer.
3. Bankruptcy Transaction: If CONTRACTOR assumes this CONTRACT and proposes to assign the same pursuant to the provisions of the UNITED STATES BANKRUPTCY CODE, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to COUNTY.
  - i. The name and address of proposed assignee,
  - ii. All of the terms and conditions of such offer, and

- iii. Adequate assurance to COUNTY of the proposed assignee's future performance under CONTRACT, including, without limitation, the assurance referred to in the United States Bankruptcy Code, 11 U.S.C. §365(b)(3).
  - iv. Any person or entity to which this CONTRACT is assigned pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §§101, et seq., shall be deemed without further act or deed to have assumed all of the obligations arising under this CONTRACT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to COUNTY an instrument confirming such assumption.
- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it shall comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of CONTRACTOR. Exercise by COUNTY of its right to terminate CONTRACT shall relieve COUNTY of all further obligations. Upon termination of CONTRACT with CONTRACTOR, COUNTY may begin negotiations with a third-party CONTRACTOR to provide services as specified in this CONTRACT.

The right of either PARTY to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

1. Termination for Default: If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within 10 days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately.
2. COUNTY may terminate this CONTRACT and all of its obligations hereunder with or without prior notice to CONTRACTOR and may exercise all rights of entry for default and breach, if CONTRACTOR fails to perform on any of its obligations under this CONTRACT including but not limited to the following:
  - i. Failure of CONTRACTOR to maintain the quality of service to the satisfaction of COUNTY Project Coordinator as required by Attachment A – Scope of Work in this CONTRACT, after service of a five (5) day notice to correct the condition.
  - ii. Not providing enough properly skilled workers or proper materials.
  - iii. Persistently disregarding laws and or ordinances.
  - iv. Not proceeding with the work as agreed to herein.
  - v. Substantially violating any provision of this CONTRACT.
  - vi. A general assignment for the benefit of creditors and any transfer without the prior written approval by COUNTY.
  - vii. The voluntary abandonment or discontinuance of service by CONTRACTOR.

- viii. The violation by CONTRACTOR of any of the terms of any insurance policy referred to in CONTRACT.
  - ix. If CONTRACTOR is found by the FAA, TSA, other government regulatory or successor agency to have violated specified safety standards in the conduct of CONTRACTOR'S business.
  - x. The violation of any written directions of COUNTY Project Coordinator.
  - xi. The appointment of a receiver to take possession of all, or substantially all, the assets of CONTRACTOR.
  - xii. CONTRACTOR discontinues operations for 24 hours or more.
  - xiii. The failure of CONTRACTOR to obtain from any local, state or federal agency the necessary license(s) and/or permit(s) required to provide the service.
3. Disposition of Abandoned Personal Property: If CONTRACTOR abandons or quits CONTRACT or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to CONTRACTOR and left on COUNTY premises 15 days after such event shall be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefore to CONTRACTOR or to any person claiming under CONTRACTOR, and shall have no need to account therefore. Personal property left on COUNTY premises after termination, expiration, or abandonment of CONTRACT shall not be construed as giving CONTRACTOR possession of the area during the 15 days after termination, expiration or abandonment of CONTRACT.
4. Termination Claim: After receipt of a termination notice from COUNTY, CONTRACTOR shall submit to 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 COUNTY upon written request of CONTRACTOR. Upon termination COUNTY agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in 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 execution of CONTRACT. In addition, each PARTY shall assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
- 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. **Remedies Not Exclusive**: The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.
- N. **Independent CONTRACTOR**: CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance:** Prior to the provision of services under this CONTRACT, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR'S expense and to deposit with COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with COUNTY during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this agreement 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 agreement. 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 agreement for inspection by COUNTY representative(s) at any reasonable time.

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

If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this CONTRACT, COUNTY may terminate this CONTRACT.

**Qualified Insurer**

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

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

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

| Coverage   | Minimum Limits   |
|--|--|
| Commercial General Liability   | \$1,000, 000 per occurrence<br>\$2,000,000 aggregate                                     |
| Automobile Liability including coverage for owned, non-owned and hired vehicles (not required if a third party carrier is making deliveries) | \$1,000,000 per occurrence or<br>\$10,000,000 per occurrence if Commercial Ramp accessed |
| Workers' Compensation  | Statutory  |
| Employers' Liability Insurance   | \$1,000,000 per occurrence   |

**Required Coverage Forms**

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.

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

**Required Endorsements**

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

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COUNTY of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement 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.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the COUNTY of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees (not required if a third party carrier is making deliveries).

CONTRACTOR shall notify COUNTY in writing within 30 days of any policy cancellation and 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.

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

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

Insurance certificates should be forwarded to JWA/Insurance: Attn: Insurance Manager, 3160 Airway Avenue, Costa Mesa, CA 92626.

If 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 shall 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 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

- Q. **Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of Article "HH", indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** See Article C.
- S. **Change of Ownership:** See Article I.
- T. **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.  
  
If either PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Article shall excuse CONTRACTOR from the prompt payment of any fees or other charge required of CONTRACTOR except as may be expressly provided elsewhere in this CONTRACT.
- U. **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.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to



those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Article "HH", 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.

- W. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** CONTRACT price shall include full compensation for providing all required goods or services in accordance with required specifications, or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation shall be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Intentionally left blank.**
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- FF. **Authority:** PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal

or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or 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.

HH. **Indemnification Provisions:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability shall be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

II. **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 shall 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 shall 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 agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

**Additional Terms and Conditions:**

1. **Scope of Services:** This CONTRACT, including Attachments, specifies the contractual terms and conditions by which CONTRACTOR shall provide the services, as described in Attachment A - Scope of Work.
2. **CONTRACT Term:** This CONTRACT shall commence on September 11, 2015 and shall be effective for one (1) year, with the option to renew for four (4) additional consecutive one (1) year periods; unless otherwise terminated as provided herein.

3. **Airport Security:** CONTRACTOR, CONTRACTOR'S employees and CONTRACTOR'S subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.
- i. **Badge Acquisition:** Prior to issuance of a security badge(s), designated CONTRACTOR personnel who shall be working on-site at JWA terminal, and engaged in the performance of work under this CONTRACT must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$27 for fingerprinting, \$11 for STA per person and \$10 badge fee for a total cost of \$48 per each of CONTRACTOR'S employees.). It may take up to two (2) weeks to obtain clearance. CONTRACTOR'S designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (included in above fees). CONTRACTOR shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. CONTRACTOR'S designated personnel must successfully complete the badge acquisition within 14 days of CONTRACT execution, unless other arrangements have been coordinated by COUNTY Project Coordinator or designee in writing.
  - ii. **Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.
    - a. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA CONTRACTOR, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department – Airport Police Services Office for proper handling.
    - b. JWA security badge is the property of COUNTY and must be returned upon termination of CONTRACTOR personnel employment and/or termination, expiration or completion of CONTRACT. The loss of a badge shall be reported within 24 hours to the Sheriff's Department – Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
    - c. JWA security badge is nontransferable.
    - d. In the event that a CONTRACTOR'S badge is not returned to JWA upon termination of CONTRACTOR personnel employment and/or termination or expiration of CONTRACT, a fine of \$250.00 per badge shall be charged to CONTRACTOR. CONTRACTOR'S final payment may be held by COUNTY or a deduction from CONTRACTOR'S payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
    - e. CONTRACTOR shall submit the names, addresses, and driver's license numbers for all CONTRACTOR personnel who shall be engaged in work under this CONTRACT to COUNTY Project Coordinator within seven (7) days after award of CONTRACT or within seven (7) days after the start of any new CONTRACTOR personnel and/or prior to the start of any work.
    - f. No worker shall be used in performance of this work that has not passed the background check.

- 4. **Faithful Performance Bond:** CONTRACTOR shall provide to COUNTY a Faithful Performance Bond in an amount equal to 25% the annual CONTRACT amount. Bonds must be submitted to COUNTY on COUNTY provided forms within seven (7) calendar days of award notification and prior to the official CONTRACT award. Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase the required bond at CONTRACTOR’S expense and to deposit with COUNTY the required bond necessary to satisfy COUNTY requirements and to keep such bond on deposit with COUNTY during the entire term of this CONTRACT. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to COUNTY Offices of COUNTY Counsel and Risk Management and in accordance with the General Conditions.

If any surety upon any bond furnished in connection with this CONTRACT becomes unacceptable to COUNTY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by COUNTY, CONTRACTOR shall promptly furnish such additional security as may be required by COUNTY from time to time to protect the interests of the COUNTY and of persons supplying labor or materials in the prosecution of the work contemplated by this CONTRACT.

COUNTY shall return bonds to CONTRACTOR after successful completion of all CONTRACTOR’S obligations and services required under the CONTRACT.

- 5. **Breach of CONTRACT:** The failure of CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, shall constitute a material breach of CONTRACT. In such event COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
  - i. Afford CONTRACTOR written notice of the breach and 10 calendar days or such shorter time that may be specified in CONTRACT within which to cure the breach;
  - ii. Discontinue payment to CONTRACTOR for and during the period in which the CONTRACTOR is in breach and offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to the above.
  - iii. Terminate CONTRACT immediately without penalty.

- 6. **CONTRACTOR’S License:** CONTRACTS that include requirements for installation or state “furnish and install” require that CONTRACTORS possess a valid California State CONTRACTOR’S License at the time of CONTRACT award. If subcontractors are used, they must also possess a valid California State CONTRACTOR’S License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation or other structure in California must be licensed by the California State License Board (CSLB) if total cost, including labor and materials, of the project is \$300.00 or more. Failure to be licensed or to keep the license current and in good standing during the term of the CONTRACT with COUNTY shall be grounds for CONTRACT revocation.

No bid shall be considered from a CONTRACTOR who, at the time the bid is submitted, is not licensed to CONTRACT for this project in accordance with the law under provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California.

In accordance with Section 3300, Article 3, Chapter 3, of Part I of Division 2 of the Public CONTRACT Code, CONTRACTOR shall possess at least one of the following classifications of CONTRACTOR’S license(s):

Class 27: Landscape Contractor License Number: 830979

In the event of a dispute as to the classification of license required, the opinion of CONTRACTORs State License Board shall prevail.

CONTRACTOR shall, at all times during the term of this CONTRACT, maintain in full force and effect such Licenses & Certificates as may be required by the State of California or any governmental entity for

CONTRACTOR to perform the duties specified herein and provide the services required pursuant to this CONTRACT.

7. **Child Support Enforcement Requirements:** CONTRACTOR is required to comply with the child support enforcement requirements of COUNTY. Failure of CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of CONTRACT. Failure to cure such breach within 60 calendar days of notice from COUNTY shall constitute grounds for termination of CONTRACT.
8. **Conditions Affecting Work:** CONTRACTOR shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this CONTRACT and to know the general conditions which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so shall not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to COUNTY. 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 COUNTY are expressly stated in CONTRACT.
9. **Conflict of Interest – CONTRACTOR’S Personnel:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR; CONTRACTOR’S employees, agents, and relatives; sub-tier CONTRACTORS; and third parties associated with accomplishing work and services hereunder. CONTRACTOR’S efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.
10. **Conflict of Interest – COUNTY Personnel:** COUNTY’S Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
11. **Conflict with Existing Law:** CONTRACTOR and COUNTY agree that if any provision of this CONTRACT is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of CONTRACT shall remain in full force and effect. Either PARTY having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the CONTRACT, the CONTRACT shall be terminated in a manner commensurate with interests of both PARTIES to the maximum extent reasonable.
12. **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.
13. **Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of CONTRACTOR or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from CONTRACT price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

14. **CONTRACT Disputes:** PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by CONTRACTOR'S Project Manager and COUNTY'S Project Coordinator, such matter shall be brought to the attention of COUNTY'S Purchasing Agent by way of the following process:
- i. CONTRACTOR shall submit to JWA assigned DPA a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless COUNTY, on its own initiative, has already rendered such a final decision.
  - ii. CONTRACTOR'S written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to CONTRACT, CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects CONTRACT adjustment for which CONTRACTOR believes COUNTY is liable.
  - iii. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. CONTRACTOR'S failure to diligently proceed shall be considered a material breach of this CONTRACT.
  - iv. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by COUNTY'S Purchasing Agent or his designee. If COUNTY fails to render a decision within 90 days after receipt of CONTRACTOR'S demand, it shall be deemed a final decision adverse to CONTRACTOR'S contentions. COUNTY'S final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of COUNTY'S final decision or one year following the accrual of the cause of action, whichever is later.
15. **CONTRACTOR'S Expense:** CONTRACTOR shall be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on COUNTY sites during performance of work and services under this CONTRACT. COUNTY shall not provide free parking for any service on COUNTY property.
16. **CONTRACTOR'S Personnel:** 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 anticipated under this CONTRACT and possess sufficient experience and/or education to perform the services requested by COUNTY. CONTRACTOR'S employees assigned to this CONTRACT must meet character standards as demonstrated by background investigation and reference checks, coordinated by COUNTY.
17. **CONTRACTOR'S Project Manager and Key Personnel:** CONTRACTOR shall appoint a non-dedicated Project Manager to direct CONTRACTOR'S administrative efforts in fulfilling CONTRACTOR'S obligations under this CONTRACT. This Project Manager shall be subject to approval by COUNTY and shall not be changed without the written consent of COUNTY'S Project Coordinator, which consent shall not be unreasonably withheld.

CONTRACTOR'S Administrative Project Manager cost shall be included in the hourly rates provided for in Attachment B – CONTRACTOR'S Pricing and no additional compensation shall be permitted.

CONTRACTOR'S Project Manager and CONTRACTOR personnel shall be assigned to this CONTRACT for the duration of this CONTRACT and shall diligently pursue all work and services to meet CONTRACT time lines. COUNTY'S Project Coordinator shall have the right to require the

removal and replacement of CONTRACTOR'S Project Manager from providing services to COUNTY under this CONTRACT. COUNTY'S Project Coordinator shall notify CONTRACTOR in writing of such action. CONTRACTOR shall accomplish the removal within three (3) business days after written notice by COUNTY'S Project Coordinator. COUNTY'S Project Coordinator shall review and approve the appointment of the replacement for CONTRACTOR'S Project Manager. COUNTY is not required to provide any additional information, reason or rationale in the event it elects to request the removal of CONTRACTOR'S Project Manager from providing services to COUNTY under this CONTRACT.

18. **CONTRACTOR'S Power and Authority:** CONTRACTOR warrants that it has the full power and authority to grant the rights herein granted and shall hold COUNTY hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, CONTRACTOR avers that it shall not enter into any arrangement with any third party which might abridge any rights of COUNTY under this CONTRACT.
19. **CONTRACTOR'S Responsibility:** CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this CONTRACT.

CONTRACTOR shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.

20. **CONTRACTOR'S Work Hours and Safety Standards:** CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and COUNTY'S safety regulations and laws.
21. **Cooperative Agreement:** The provisions and pricing of this CONTRACT shall be extended to other political sub-divisions and COUNTY agencies/departments. Political sub-divisions and COUNTY agencies/departments wishing to use this CONTRACT shall be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities shall hold harmless COUNTY 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. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of CONTRACT upon request by the cooperative entity. COUNTY makes no guarantee of usage by other users of this CONTRACT. COUNTY may authorize the loading of this CONTRACT into an electronic commerce system.
22. **COUNTY'S Project Coordinator:** COUNTY shall appoint a Project Coordinator, as specified in Article "50" - Notices, to act as liaison between COUNTY and CONTRACTOR during the term of this CONTRACT. COUNTY'S Project Coordinator shall coordinate the activities of COUNTY staff assigned to work with CONTRACTOR.
23. **Default – Reprocurement Costs:** In case of default by CONTRACTOR, COUNTY may procure services from other sources. If the cost for those services is higher than under this CONTRACT, CONTRACTOR shall be responsible for paying COUNTY the difference between CONTRACT cost and price paid, and COUNTY may deduct this cost from any unpaid balance due CONTRACTOR. The price paid by 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.
24. **Drug Free Workplace:** CONTRACTOR hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace.

CONTRACTOR shall:

- i. 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).
- ii. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. CONTRACTOR’S policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
- iii. Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:
  - a. Shall receive a copy of CONTRACTOR’S drug-free policy statement; and
  - b. Shall agree to abide by the terms of CONTRACTOR’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 CONTRACTOR may be ineligible for award of any future COUNTY CONTRACTs if the COUNTY determines that any of the following has occurred:

- i. CONTRACTOR has made false certification, or
- ii. CONTRACTOR violates the certification by failing to carry out the requirements as noted above.

25. **Emergency/Declared Disaster Requirements:** In the event of an emergency or COUNTY is declared a disaster area by COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. CONTRACTOR shall service COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by CONTRACTOR shall apply to serving COUNTY’S needs regardless of the circumstances. If CONTRACTOR is unable to supply the goods/services under the terms of the CONTRACT, then CONTRACTOR shall provide proof of such disruption and a copy of the invoice for the goods/services from CONTRACTOR’S supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers shall be assigned. All applicable invoices from CONTRACTOR shall show both emergency purchase order number and CONTRACT number.

26. **Environmental Definitions:**

- i. HAZARDOUS SUBSTANCES shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including but not limited to COUNTY acting in its governmental capacity, the State of California or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.
- ii. POLLUTANT shall mean any liquid, solid or semi-solid substances, or combination thereof, including and not limited to:



- a. Artificial materials (such as floatable plastics, wood products or metal shavings).
  - b. Household waste (such as trash, paper, and plastics; cleaning chemicals, yard wastes, animal fecal materials, used oil and fluids from vehicles, lawn mowers and other common household equipment)
  - c. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic) with characteristics, which cause an adverse effect on living organisms.
  - d. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease).
  - e. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor.
  - f. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon.
  - g. Materials that contain base/neutral or acid extractable organic compounds.
  - h. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act; and
  - i. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials, in quantities that shall interfere with or adversely affect the beneficial uses of the receiving waters, flora or fauna of the State.
- iii. PROHIBITED DISCHARGE shall mean any discharge, which contains any pollutant, from public or private property to (i) the storm-water drainage system; (ii) any upstream flow, which is tributary to the storm-water drainage system; (iii) any groundwater, river, stream creek wash or dry weather arroyo, wetlands area, marsh, coastal slough, or (iv) any coastal harbor, bay or the Pacific Ocean.
- iv. STORMWATER DRAINAGE SYSTEM shall mean street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of a tributary to the COUNTY-wide storm-water runoff system and owned, operated, maintained or controlled by COUNTY, Orange COUNTY Flood Control District (OCFCD) or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of storm-water. JWA storm-drain system shall mean any gutter, channel, storm-drain, constructed drain, wash area, inlet or outlet or other facility that flows into, onto, through or out of the airport property.
- v. NON-STORM WATER DISCHARGE shall mean any discharge to storm sewer systems that is not entirely composed of storm water.
- vi. STORM WATER shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.
- vii. BEST MANAGEMENT PRACTICES (BMP) shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMP also includes treatment measures, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMP may include any type of pollution prevention and pollution control measure necessary to achieve compliance.
27. **Environmental Directives:** CONTRACTOR shall provide Exterior Landscape Maintenance in accordance with the following:
- i. Clean Water Act (CWA) is the Federal Water Pollution Control Act enacted by Public Law 92-500 as amended by Public Laws 95-217, 95-576, 96483, 97-117; 33USC. 1251 et seq.

- ii. National Pollutant Discharge Elimination System (NPDES) Permit is the currently applicable discharge permit(s) issued by the Regional Water Quality Control Board, Santa Ana Region, which establish waste discharge requirements applicable to storm runoff within the COUNTY and JWA.
- iii. Environmental Law identified as is any federal, state or local law, statute, ordinance, code, judgment, order or regulation pertaining to the environment, Hazardous Substances, Pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, under or about the Airport, and includes, without limitation the following; (i) the CLEAN AIR ACT, 42 USCA §§ 7401, et seq.; (ii) CLEAN WATER ACT, 33 USCA §§ 1251, et seq.; (iii) the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, as amended by the SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 ("CERCLA"), 42 U.S.C. §§9601 et seq.; (iv) 49 CFR, Sections 173.5 (Transportation of Hazardous Materials) (v) the SOLID WASTE DISPOSAL ACT, as amended by the RESOURCE CONSERVATION AND RECOVERY ACT OF 1986 and HAZARDOUS and SOLID WASTE amendments of 1984 ("RCRA"), 42 U.S.C. §§6901, et seq.; (vi) the OIL POLLUTION ACT of 1990, 33 USCA §§ 2701, et seq. (vii) the FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. §§1317, et seq.; (viii) the SAFE DRINKING WATER and TOXIC ENFORCEMENT ACT OF 1986, CALIFORNIA HEALTH AND SAFETY CODE §§25249.5 et seq.; (ix) the CALIFORNIA HEALTH AND SAFETY CODE §§25100, 25395.7, 25915, et seq.; (x) the CALIFORNIA WATER CODE §§1300, et seq.; (xi) the CALIFORNIA CIVIL CODE §§3479, et seq.; (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26, 122.30-37; (xiii) All other state laws, rules, orders, directives, and codes, regulations judgments, and orders relating to (i) emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment (including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata); and (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Substances, as such laws are amended, and the regulations and administrative codes applicable thereto.

## 28. Environmental Indemnification

- i. To the fullest extent authorized by law, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, and employees, from and against any and all Environmental Law claims, judgments, damages, penalties, fines, costs, liabilities, losses, orders, and lawsuits arising out of any actions by CONTRACTOR, CONTRACTOR'S operations at JWA or any action arising from and which involve CONTRACTOR'S officers, agents, subcontractors, and employees, including the cost of defense arising the reform, including but not limited to the following:
  - a. CONTRACTOR'S placing, disposing, allowing or releasing of Hazardous Substances upon or within the airport and surrounding properties including any such claims, demands, liabilities and/or obligations related to CONTRACTOR'S release of Hazardous Substances on the JWA since the time CONTRACTOR first occupied airport property.
  - b. CONTRACTOR'S release of Hazardous Substances upon or within airport premises.
  - c. CONTRACTOR'S violation of any Environmental Law, except that CONTRACTOR'S obligations under this paragraph shall not extend to known conditions that are, as of the date of this CONTRACT, the subject of investigation and remediation by COUNTY or others, or remediation conditions that arise from operations of third parties that are not affiliated with CONTRACTOR that take place off of airport property. A party shall be deemed to be affiliated with CONTRACTOR if it is an employee, officer, director, agent, subtenant, CONTRACTOR or subcontractor of CONTRACTOR or if it is controlled by or under common control with CONTRACTOR.
  - d. CONTRACTOR'S causing or allowing any discharge into the Airport Drainage System.

- ii. This indemnification includes, without limitation, reasonable attorney's fees/costs and other costs incurred by COUNTY in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Federal, State or local governmental entity because of any Hazardous Substances being present in the soil or groundwater under airport property. However, CONTRACTOR'S indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of COUNTY or agents, servants or independent CONTRACTORS who are directly responsible to COUNTY.
- iii. In the event the INDEMNITEES described hereinabove are named as defendants or respondents in any lawsuit or administrative proceeding, CONTRACTOR shall, at the request of COUNTY, represent the INDEMNITEE with qualified counsel that the COUNTY determines, in its sole and exclusive discretion, is acceptable to COUNTY, unless COUNTY, at its sole and exclusive discretion, undertakes legal representation, in which event CONTRACTOR shall reimburse COUNTY for reasonable costs incurred by it in defending such lawsuit or administrative proceeding, including reasonable attorney's fees, expert and consultant's fees, and investigative and court costs.
- iv. Whenever references are made to published documents (standards, regulations, codes, etc.), it shall be understood that the applicable editions are those in effect (or which bear the latest publication date) on the date that the work is advertised for bids, unless otherwise specified. Where provisions of the pertinent codes, regulations, and standards conflict, the most stringent provisions shall govern.

29. **Equal Employment Opportunity:** CONTRACTOR shall comply with U.S. Executive Order 11426 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. 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, CONTRACTOR shall 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. 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. 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.

30. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as Project Manager and CONTRACTOR personnel attached hereto, prior to submission to COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that COUNTY shall discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving CONTRACTOR'S reports, files and other written documents, the reports, files or documents shall be returned to CONTRACTOR for correction. Should COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR

after COUNTY approval thereof, COUNTY approval of CONTRACTOR’S reports, files or documents shall not be used as a defense by CONTRACTOR in any action between COUNTY and CONTRACTOR, and the reports, files or documents shall be returned to CONTRACTOR for correction.

31. **Expenditure Limit:** CONTRACTOR shall notify COUNTY Project Coordinator in writing when expenditures against CONTRACT reach 75% of the dollar limit for Additional Services. COUNTY shall not be responsible for any expenditure overruns and shall not pay for work exceeding the dollar limit on CONTRACT unless an amendment to cover those costs has been issued.
32. **Existing Site Conditions:** Information respecting the site of the work given in drawings or specifications has been obtained by COUNTY's representatives and is believed to be reasonably correct, but the COUNTY does not warrant either the completeness or accuracy of such information, and it is the responsibility of the CONTRACTOR to verify all such information.
33. **Gratuities:** CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of COUNTY with a view toward securing CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of CONTRACT. For breach or violation of this warranty, COUNTY shall have the right to terminate CONTRACT, either in whole or in part, and any loss or damage sustained by COUNTY in procuring on the open market any services which CONTRACTOR agreed to supply shall be borne and paid for by CONTRACTOR. The rights and remedies of COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under CONTRACT.
34. **Hazardous Conditions:** Whenever CONTRACTOR’S operations create a condition hazardous to the public, JWA employees, COUNTY staff or CONTRACTOR’S staff, CONTRACTOR shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at CONTRACTOR’S expense and without cost to COUNTY. CONTRACTOR shall comply with COUNTY directives regarding potential hazards.

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

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

CONTRACTOR shall immediately notify Airport Police Services Control Center at (949) 252-5000 for any fire, emergency, accident, or reportable spill or release of fuel or hazardous substances.

35. **Hazardous Substances, Safety, Environmental Compliance, and Indemnity**
  - i. CONTRACTOR shall comply with all material usage limitations; permit record keeping, and reporting requirements imposed by federal, state, and local laws and regulations. Before bringing any material subject to requirements under this section onto the job site, CONTRACTOR is to notify COUNTY Project Coordinator what type and quality of material shall be used and shall properly post and provide COUNTY Project Coordinator with the Manufacturer's Material Safety Data Sheet (MSDS) as required by law. CONTRACTOR shall use and dispose of all materials in conformance with all applicable codes, rules, regulations, and manufacturer's recommendations.
  - ii. Compliance with Environmental Laws: CONTRACTOR agrees to accept full responsibility for compliance with all applicable Environmental Laws, rules regulations, restrictions, and ordinances relating to Hazardous Materials. CONTRACTOR shall comply with all such Environmental Laws, rules and regulations, including, but not limited to, those applicable to the storage, distribution, use,

processing, handling and/or disposal of hazardous substances including, but not limited to, chemicals, domestic or industrial cleaning products, or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.

- iii. Remediation: CONTRACTOR agrees that it shall be responsible for the cleanup, removal and remediation of any Hazardous Materials or contamination caused by CONTRACTOR or any of its subcontractors or agents.

### 36. Health and Safety Provisions

- i. Caution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used, shall comply with the Occupational Safety & Health Administration (OSHA) requirements, and federal and state safety orders.
- ii. CONTRACTOR shall have (at the work site) copies of, or suitable extracts of, "General Industry Safety Orders" issued by the California State Division of Industrial Safety. CONTRACTOR shall comply with the provisions of these and all other applicable laws, ordinances, and regulations.
- iii. SAFETY PLAN: CONTRACTOR shall submit for approval, prior to beginning the CONTRACT, a comprehensive Safety Plan outlining code of safe work practices and procedures as listed in Appendix C: Code of Safe Practices in the Guide to Developing Your Workplace Injury and Illness Prevention Program, CCR Title 8, Section 1509, Industrial and Illness Prevent Program, Subchapter 4. The plan shall provide a list of competent persons for activities for which competent persons are defined and are required by state law.
  - a. The Safety Plan is to contain directions to the closest hospital and provide a map showing the Airport and the location of hospitals. Information regarding spill response and hazardous materials is to be included. The plan shall be reviewed and signed by all personnel entering Airport property. The plan shall identify the projects included in the Safety Plan, describe operational safety during the activity, and limitations of work area. It shall provide a method for the identification of CONTRACTOR'S vehicles, and it shall list safety considerations to be discussed at a conference at the beginning of CONTRACT service period and at subsequent safety meetings. All safety and hazardous materials training must be documented.
- iv. SAFETY MEETINGS: Safety meetings shall be held and documented at the start of CONTRACT and at regularly scheduled times as described in the Safety Plan and at the introduction of new personnel on site. The meetings shall cover the items in the Safety Plan. This is also a good time to review the JWA's environmental requirements (such as not hosing down work areas, etc.).
- v. CONTRACTOR shall immediately notify Airport Police Services Control Center at (949) 252-5000 of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances. Reportable spills or releases are those that require notification to a government entity by any fire code or Environmental law as defined herein.

37. **Interpretation of CONTRACT:** In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by COUNTY'S assigned buyer. If disagreement exists between CONTRACTOR and COUNTY'S assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by COUNTY'S Purchasing Agent or his designee.
38. **Meet and Confer:** COUNTY and CONTRACTOR hereby agree to meet and confer in good faith in order to resolve any difference affecting the work that may arise during the course of this CONTRACT.
39. **News/Information Release:** CONTRACTOR agrees that it shall 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 Coordinator.

40. **Nondiscrimination – Statement of Compliance:** CONTRACTOR'S signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
41. **Ownership of Documents:** COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of COUNTY, may be used by COUNTY as it may require without additional cost to COUNTY, and shall be turned over to COUNTY upon demand. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR for any other purpose without the express written consent of COUNTY. All materials, documents, data or information, including copies, must be returned to COUNTY at the end of this CONTRACT.
42. **Precedence:** CONTRACT documents consist of this CONTRACT and Attachments. In the event of a conflict between or among CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the Attachments.
43. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the general prevailing wage shall be paid for maintenance services performed under this CONTRACT in excess of \$1,000.00. 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. Rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlrs/DPreWageDetermination.htm>. CONTRACTOR shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. CONTRACTOR shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
44. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by COUNTY unless otherwise agreed to by both PARTIES.
45. **Price Increase/Decrease:** No price increases shall be permitted during the first period of the CONTRACT. All price decreases shall automatically be extended to COUNTY. COUNTY requires bona fide proof of cost increases prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments shall be considered. COUNTY may enforce, adjust, negotiate, or cancel escalating price CONTRACTs or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit shall remain firm during the period of the CONTRACT. Adjustments increasing CONTRACTOR'S profit shall not be allowed.
46. **Relationship of PARTIES:** The relationship of the PARTIES hereto is that of COUNTY and CONTRACTOR, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of CONTRACTOR in the conduct of CONTRACTOR'S business or otherwise, or a joint venture with CONTRACTOR; and the provisions of this CONTRACT and the CONTRACTs relating to fees payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This CONTRACT is intended for

the sole benefit of the PARTIES hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.

47. **Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. COUNTY'S Project Coordinator and CONTRACTOR'S Project Manager shall meet on reasonable notice to discuss CONTRACTOR'S performance and progress under this CONTRACT. If requested, CONTRACTOR'S Project Manager and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by COUNTY for the purpose of monitoring progress under this CONTRACT.

48. **Storm Water Control and Contamination**

i. Storm Water Laws And Regulations:

- a. Federal regulations for storm-water discharges were issued by the U.S. Environmental Protection Agency (U.S. EPA) on November 16, 1990 (40 Code of Federal Regulations CFR Parts 122, 123, and 124). The regulations require operators of specific categories of facilities, such as airports, where discharges of storm-water associated with industrial activity (storm-water) occur, to obtain a National Pollutant Discharge Elimination System (NPDES) permit.
- b. At that time three types of activities were required to be permitted. The airside airfield of the airport is considered to be an industrial activity, and therefore is covered by an industrial permit. The landside operations of the airport, including parking lots and roadways, are considered a municipal activity and are covered by a municipal permit issued to the COUNTY of Orange. Construction activities are regulated by a construction permit issued to JWA.
- c. COUNTY'S Water Quality Ordinance (OCCO Title 4, Division 13, Sections 4-13-10 et. seq.) regulates the non-storm-water discharges into COUNTY's Separate Storm-water Sewer System so as to reduce the discharge of Pollutant(s) into the waters of the State. The Clean Water Act and the resulting NPDES permits (CAS 0108740) require COUNTY to take steps to reduce pollutants leaving its systems to the maximum extent practicable. In early 2002, the California Regional Water Quality Control Board, Santa Ana and San Diego Regions, issued revised NPDES permits (Board Orders R8-2002-0010 and R9-2002-0001) to the COUNTY, OCFCD, , and all incorporated cities as co-permittees.
- d. The revised permits require COUNTY to adapt and implement a Local Implementation Plan (LIP) in order to implement new and stricter programs and procedures and the revision of applicable ordinances. The purpose of the LIP is to eliminate all the prohibited discharges, which contain any pollutant from public or private property to the storm-water drainage system.
- e. In furtherance of these regulations and Section 402 of the Clean Water Act (CWA), the State of California has adopted a General Permit for discharges of storm-water associated with industrial activities: "State Water Resources Control Board (State Water Board) Water Quality Order No. 97-03-DWQ, NPDES General Permit No. CAS 000001 (General Permit)." JWA and its tenants have applied for and received coverage for storm-water and authorized non-storm-water discharges pursuant to the general permit for the industrial activities and are subject to the permit's requirements, conditions, and penalties for violation of said General Permit conditions. The permit prohibits discharges of materials other than storm-water (non-storm-water discharges) that discharge either directly or indirectly to waters of the United States. The permit requires the development and implementation of an effective Storm-water Pollution Prevention Plan (SWPPP) and Monitoring Program Plan (MPP).
- f. CONTRACTOR shall comply with all applicable laws, regulations, and permits pertaining to

storm-water control and discharge.

- g. CONTRACTOR is advised that the NPDES permit does not allow the discharge of non-storm-water into the airport storm-drain system. CONTRACTOR is prohibited from washing down sidewalks, stairways, or other paved areas. CONTRACTOR is also prohibited from dumping or disposing of any water, fluids, or other materials into the storm-drain system.
- h. Training meetings shall be held and documented at the start of CONTRACT and at the introduction of new personnel on-site. The meetings shall discuss the environmental pollution prevention issues.
- i. Services shall comply with Landscape Maintenance Procedures Best Management Practices FF-5, located at [www.ocwatersheds.com/Documents/2003\\_DAMP\\_FF\\_51.pdf](http://www.ocwatersheds.com/Documents/2003_DAMP_FF_51.pdf)
- ii. Spills:

CONTRACTOR shall exercise appropriate care to prevent and protect against spills. CONTRACTOR shall be prepared to clean up small scale spills and shall provide inert, absorbent materials on-site, as needed. CONTRACTOR shall properly transport and dispose of all used absorbent material. CONTRACTOR shall be responsible to clean up or pick up and properly dispose of all other chemical spills or materials that they are qualified to safely remove.

- 49. **Validity:** 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.
- 50. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of COUNTY'S Project Coordinator and CONTRACTOR'S Project Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (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.



COUNTY: JWA/Facilities  
Attn: Roger Yee, Project Coordinator  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone #: (949) 252-5095  
Email: ryee@ocair.com

cc: JWA/Purchasing  
Attn: Annie Pham, DPA  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone #: (949) 252-5240  
Email: apham@ocair.com

CONTRACTOR: Master Landscape & Maintenance, Inc.  
Attn: Robert Whitecotton  
14600 Goldenwest St., Ste. 210  
Westminster, CA 92602  
Phone #: (714) 531-0549  
Email: rwhitecotton@earthlink.net

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

\*\*\*\*\*

MASTER LANDSCAPE & MAINTENANCE, INC.:

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

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

\* If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) President; or 3) any Vice President.
- The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; or d) Assistant Treasurer.
- In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY AUTHORIZED SIGNATURE:

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

Approved by the Board of Supervisors on: \_\_\_\_\_

Approved as to Form:  
COUNTY Counsel

By: Lauren Kramer  
Deputy

Date: 6-11-15

**ATTACHMENT A  
SCOPE OF WORK  
EXTERIOR LANDSCAPE MAINTENANCE SERVICES**

**I. SCOPE OF WORK**

1. CONTRACTOR shall provide all labor, tools, material, supplies, fuel, vehicles, and equipment to accomplish Exterior Landscape Maintenance Services for approximately 27 of 504 acres located at JWA. CONTRACTOR shall provide exceptional landscaping services while minimizing costs where possible. The minimum level of service is to sustain attractive and healthy landscape throughout JWA as specified herein.
2. All areas not specified by regular maintenance shall be considered Additional Work. Additional Work shall be performed by CONTRACTOR'S additional workers and not the general maintenance crew performing regular maintenance.
3. The COUNTY of Orange, Watershed Management for Municipal Activity FF-5 establishes Best Management Practices for Landscape Maintenance and identifies procedures to minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to storm drain system and receive water.

Watershed Management for Municipal Activity FF-5 for Best Management Practices is located at:  
[www.ocwatersheds.com/MunicipalActivities.aspx](http://www.ocwatersheds.com/MunicipalActivities.aspx)

**II. CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR shall:

1. Provide all labor, material, supplies, tools, vehicles, equipment, etc. to perform landscape maintenance services and tree trimming.
2. Perform all work in a manner that will not inconvenience either the public or operations of the facilities.
3. Meet with COUNTY Project Coordinator and conduct inspections of the facility each day and as requested.
4. Take all necessary safety precautions including but not limited to the use of signs, barricades, traffic warning devices such as flashers, strobes, and cones, and high visibility reflective safety vests when working near roadways, for the protection of its employees, COUNTY staff, and the public using the facilities.
5. Have 30 days to inspect and document all discrepancies with the landscaping as stated within this Scope of Work. All discrepancies not discovered within the 30 days shall become the responsibility of CONTRACTOR as well as all costs associated with the needed repairs. All discrepancies found during the inspection shall be submitted to JWA as a quote for needed repairs.
6. Provide MSDS listing all chemicals used at JWA. MSDS shall have commercial name, chemical components, concentration rates and usage. CONTRACTOR shall update and keep records accurate to date and submit upon request.
  - i. Ensure all applications adhere to all government regulations.
  - ii. Limit drift to a maximum of 6".
7. Immediately report all occurrences of Vandalism or other damage to the Project Coordinator and Airport Police Services Control Center at (949) 252-5000.
8. Utilize JWA'S Computerized Maintenance Management System (CMMS). CMMS is a computerized system to track preventive maintenance work. CMMS issues work orders for all preventive maintenance and corrective work actions to be performed throughout the facilities. CONTRACTOR

shall perform all assigned CMMS preventive maintenance and corrective work orders along with the routine CONTRACT services. CONTRACTOR shall submit completed CMMS work orders to the COUNTY Project Coordinator or designated alternate within two (2) working days after completion of the work. CONTRACTOR may be required to supplement CMMS with CONTRACTOR generated documentation.

9. Notify COUNTY when excavation work is to be performed prior to work starting.
10. Be solely responsible for all irrigation at CONTRACTOR'S expense. Responsibility shall include but not be limited to inspecting, testing, maintaining, repairing all sprinkler main and branch lines, sprinkler bodies and heads, wiring, and all related irrigation components.
  - i. Incur all costs associated with fines or penalties due to broken or maladjusted sprinkler heads.
  - ii. Controllers, control valves, and vandalism as determined by COUNTY'S Project Coordinator shall be COUNTY'S responsibility.
11. Be solely responsible for inspection and maintenance of all trees, scrubs, ground cover, plants, and turf to ensure promotion of healthy landscaping.
  - i. Turf, ground cover, shrubs, and trees shall be lush, green, healthy, flowering, and uniform in color and height as determined by COUNTY. Color variations unique for the variety of shrub shall have uniform colored leaves.
  - ii. Trees shall be lush, have green leaves, healthy, and uniform in color and height. The landscaped areas shall not have any brown spots, bare spots, weeds, mud spots, or wood showing.
  - iii. Replace any trees, scrubs, ground cover, and plants that become unhealthy, missing, damaged, dying, or dead at CONTRACTOR'S cost if COUNTY determines that CONTRACTOR is at fault..
  - iv. Replace any trees, scrubs, ground cover, and plants that become unhealthy, missing, damaged, dying, or dead at COUNTY'S request as Additional Services.
  - v. Provide their own in-house tree trimming crew with a 10 hour response time for any issues or call outs.
12. Be solely responsible for mowing, edging, sweeping, vacuuming or blowing down areas where turf is found, and all adjacent areas including but not limited to concrete, landscaped areas, and paved areas at CONTRACTOR'S expense.
13. Be solely responsible for providing and maintaining all chemicals and products used to support landscaping areas including but not limited to mulch, fertilizers, chemical spray, inoculations, and weed control chemicals at CONTRACTOR'S expense.
14. Be solely responsible for providing soil analysis by an independent laboratory in all areas and be analyzed at CONTRACTOR'S expense.
15. Be solely responsible for providing palm tree health reports from the palm tree doctor or arborist that specializes in palm trees at CONTRACTOR'S expense.
16. Be solely responsible for pest, rodent, and disease control at CONTRACTOR'S expense.
17. Be solely responsible for providing Additional Services to supplement CONTRACT minimums. These services shall be billed as Additional Services.
18. Be solely responsible for providing documentation of all activities both within COUNTY CMMS system and with CONTRACTOR provided documentation.
19. Be solely responsible for all damage resulting from its operations. Any such damage to vehicles or property shall be reported by CONTRACTOR immediately to COUNTY Project Coordinator within

24 hours. Be subject to performance standards as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the CONTRACT.

20. Be subject to inspection/administration of the work.
21. Be subject to Schedule of Deductions for deficient performance. All work shall be subject to the approval of Project Coordinator. The Project Coordinator, or designee, shall inspect, determine and record the performance of the work. COUNTY reserves the right to deduct from payments due or become due to CONTRACTOR for deficient performance. COUNTY reserves the right to perform or contract for the necessary service if, or when, CONTRACT work is incomplete, unsatisfactory, or does not provide adequate trained personnel as required. . The amount of such deductions will be based on the extent of the unsatisfactory work and the deduction factors included in CONTRACT Attachment D – Schedule of Deductions. . A copy of the inspection record with associated deduction calculation will be furnished to CONTRACTOR. Payment deductions for unsatisfactory service are not considered a suitable substitute for actual performance and do not preclude COUNTY from initiating other remedies. COUNTY will deduct an amount from CONTRACTOR’S invoice or otherwise withhold payment for unsatisfactory or non-performed work.
22. All Contractors and subcontractors must comply with requirements of Labor code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered CONTRACTORS except as provided in Section 1771.1.
23. Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

### III. STAFFING REQUIREMENTS

CONTRACTOR shall:

1. Provide adequate staffing for landscape services five (5) days a week excluding weekends and holidays. Services shall include but not be limited to a daily staff presence that shall clean, maintain, prune, trim, cut, fertilize, provide weed control, irrigate, repair, improve, and generally care for all landscaped areas (approximately 27 acres).
  - i. Replace any management, supervision, or Daily Staff deemed unacceptable by COUNTY Project Coordinator. Have all personnel assigned to this CONTRACT have a minimum of two (2) years experiences and performed exterior landscape maintenance services equivalent to this Scope of Work.
  - ii. Services shall include but not be limited to design, development, and implementation when asked for. Consulting shall be at CONTRACTOR’S expense and all approved projects shall be Additional Work.
  - iii. SUPERVISION: One (1) qualified English speaking supervisor whose responsibility shall include but not be limited to:
    - a. Assessing landscape conditions and make immediate changes to improve and enhance the landscaped areas.
    - b. Attending daily meetings with the COUNTY Project Coordinator.
    - c. Ensuring all landscaping crews work within eyesight, unless otherwise specified by COUNTY Project Coordinator.
    - d. Performing, filling out, and completing all JWA generated PMs.
    - e. Recording and reporting all work activities.

- f. Scheduling and coordinating all work.
  - g. Scheduling and coordinating chemical applications and fertilization application.
  - h. Scheduling and coordinating tree trimming crews.
  - i. Scheduling staff.
  - j. Reporting to COUNTY Project Coordinator or assigned area each day for work.
  - k. Working on site for a total of eight (8) actual hours each day.
- iv. IRRIGATOR: One (1) qualified Irrigator working on site whose responsibilities shall include but not be limited to:
- a. Making a daily inspection of all landscaped areas.
  - b. Making adjustments to irrigation components maximizing water coverage and minimizing water runoff.
  - c. Making repairs to irrigation as discovered.
  - d. Performing, filling out, and completing all PMs.
  - e. Working with daily maintenance crews when irrigation work is not needed.
  - f. Reporting to COUNTY Project Coordinator or assigned area each day for work.
  - g. Working on site for a total of eight (8) actual hours each day.
- v. DAILY STAFF: Five (5) qualified general labor staff referred to as daily staff or crew whose responsibilities shall include but not be limited to:
- a. Performing all tasks required to enhance appearance and promote growth.
  - b. Inspecting, inspect, maintain, and replant, clean, trim, prune, and cut all trees, scrubs, ground cover, plants, turf, and perform landscape maintenance as required.
  - c. Mowing.
  - d. Edging.
  - e. Weeding.
  - f. Trimming.
  - g. Maintenance.
  - h. Mulch.
  - i. Fertilizers.
  - j. Sweeping, vacuuming, blowing, and cleaning all areas adjacent to landscaped areas including but not limited to concrete, landscaped areas, and paved areas.
  - k. Reporting to COUNTY Project Coordinator or Designee each day prior to beginning of work.
  - l. Working on site for a total of eight (8) actual hours each day.
- vi. CHEMICAL APPLICATOR: One (1) certified chemical applicator working on site on a monthly basis and during tree trimmings whose responsibilities shall include but not be limited to:
- a. Chemical application and product distribution used to support landscaping areas including but not limited to chemical spray, inoculations, and weed control chemicals.
  - b. Pest, rodent, and disease control.

- c. Actual work hours shall vary depending on daily requirements.
- vii. CERTIFIED ARBORIST: One (1) International Society of Arboricultural (ISA) Certified Arborist working on site on a monthly basis and during tree trimmings.
  - a. Provide soil testing by an independent laboratory.
  - b. Obtain annual palm tree health reports from the palm tree doctor or arborist that specializes in palm trees.
- viii. Provide additional labor, tools, materials, supplies, and equipment to perform 5 year task, Annual Tasks, Semi-Annul Tasks, Quarterly Tasks, & 6 Week Tasks. This work shall be performed by personnel other than daily staff due to the scope of work.

**CONTRACTOR shall:**

- a. Provide additional staff (not daily staff) required to perform additional planting and renovations to include but not be limited to:
  - 1) Replacing and adding plants.
  - 2) Preparing areas for planting.
- b. Provide additional staff (not daily staff) required to perform tree pruning and trimming. These functions shall be on a routine and as needed basis therefore shall not require full time presence at JWA.
  - 1) Tree crews shall respond to unscheduled tree needs within 10 hours of call out.
  - 2) Tree crews shall trim, prune, cut palms on a quarterly basis.
  - 3) Tree crews shall trim, prune, cut all other trees annually.
- c. Provide additional staff (not daily staff) required to perform chemical applications. These functions shall be on a routine and as needed basis therefore shall not require full time presence at JWA.
  - a) Be licensed and apply chemicals.
- d. Provide additional staff (not daily staff) required to perform mulch applications. These functions shall be on a routine and as needed basis therefore shall not require full time presence at JWA.
  - a) Apply mulch (not general staff).
- e. Provide additional staff (not daily staff) required to perform fertilizations.
- f. Provide additional staff (not daily staff) required to perform Additional Services.
- g. Provide additional staff (not daily staff) required to perform safety training and all other training.
  - 1) Training shall be applicable to JWA.
  - 2) Training shall be on JWA grounds.
  - 3) Safety Officer shall inspect as required to mitigate safety concerns.

**IV. SUPPLIES AND MATERIALS**

**CONTRACTOR shall:**

- 1. Provide all supplies and materials required to perform services including, but not be limited to: irrigation system repairs, irrigation system damage, fertilization, vegetation control chemicals, pest

control chemicals, turf grass seed or sod, plants, shrubs, and ground cover, at CONTRACTOR'S expense. Supplies, materials and equipment shall not be stored at JWA without proper authorization.

2. Provide fertile, friable, well-drained top soil of uniform quality, free of rocks over 1½ inch, oils, chemicals, toxic substances and/or other deleterious materials.

Soil shall be chemically tested for:

- i. Salinity less than 4.0 using saturation extract conductivity (ECE x 103 @ 25°C).
  - ii. Sodium less than 9.0 (sodium absorption ratio).
  - iii. Boron less than 11.0 PPM (saturated extract concentration).
  - iv. Ph of saturated paste from 5.5 to 7.5.
3. Provide organic compost such as chicken manure compost or mushroom compost:
    - i. Compost shall be low in salts and heavy metals, free of weed seeds and pathogens, and other deleterious materials.
    - ii. Humus material shall have a minimum ash content of 8% and a maximum ash content of 50%. Humus shall be chemically tested for and contain less than 5 millimho/cm @ 25°C of salt, and the ECE level shall be less than 5 on a saturated paste extract.
      - a. If the concentration of sodium chloride is 50% or less on an equivalent basis in the saturation extract, the maximum level of acceptable salinity shall be 7.5 millimho/cm @ 25°C.
      - b. If the concentration of sodium chloride is 25% or less on an equivalent basis in the saturation extract, the maximum level of acceptable salinity shall be 10 millimho/cm @ 25°C.
      - c. If the concentration of calcium sulfite in the saturation extract is greater than 25 milliequivalents per liter, the maximum level of salinity can be increased 3 millimho/cm @ 25°C.
  4. Provide wood chip mulch:

Wood chip mulch shall be medium grind ground tree and shrub trimmings 1/2" to 1" in diameter, free from dirt, debris, chemicals, or other materials, "0-2 forest floor" or approved equal.
  5. Provide plants, shrubs, trees, ground cover, etc. shall be:
    - i. Nursery grown in accordance with good horticultural practices under climatic conditions similar to those on site.
    - ii. Exceptionally heavy, symmetrical, tightly knit, and trained for development and appearance to be superior in form, number of branches, compactness and symmetry.
    - iii. Sound, healthy, vigorous, well-branched and densely foliated.
    - iv. Free from disease, inspect pests, eggs or larvae.
    - v. Free from physical damage or adverse conditions which would prevent growth.
    - vi. Grown in containers of the specified sizes for at least six (6) months but less than two (2) years.
    - vii. Free of kinked, circling, or girdling roots with no evidence of a pot-bound condition.
    - viii. Free from multiple leaders (trees and shrubs) unless specified and free from damaged or crooked leaders.
    - ix. Free from abrasions, sunscalds, disfiguring knots, calluses, etc.
  6. Provide tree stake Lodge Poles made of pine with a 10" tapered driving point and chamfered top and treated with copper Naphthanate or Pentachlorophenol, i.e. green coloring.



7. Provide cinch ties made of rubber and a minimum of 36" long.
8. Provide dead men made of locust, catalpa, cedar, or redwood with one 3/4" x 4" galvanized eyebolt centered and secured on its side with screw type galvanized steel ground anchor or universal ground anchor.
9. Provide plastic tubing guy cables:
  - i. Made of 1 x 19 Air cord.
  - ii. 3/8" diameter by 3' long.
10. Provide galvanized or dip-painted turnbuckles that are not welded.
11. Provide galvanized or copper cable clamps.
12. Provide copies of MSDS for all chemicals used in the performance of this work to each employee in compliance with OSHA's hazard communication standard 29 CFR 1910.1200.

**V. PUBLIC HEALTH AND SAFETY PROVISIONS**

CONTRACTOR shall:

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

The safety plan is to contain directions to the closest hospital and provide a map showing JWA and the location of hospitals. Information regarding spill response and hazardous materials is to be included. The plan shall be reviewed and signed by all personnel entering JWA property. The plan shall identify the projects included in the safety plan; describe operational safety during the activity, and limitations of work area. It shall provide a method for the identification of CONTRACTOR'S vehicles, and it shall list safety considerations to be discussed at a conference at the beginning of CONTRACT service period and at subsequent safety meetings. The plan must include training and necessary licensing and

certification for all persons handling and applying pesticides, herbicides, fungicides and fertilizers or other hazardous materials. All safety and hazardous materials training must be documented.

5. Conduct safety meetings. Safety meetings shall be held and documented at the start of CONTRACT and at regularly scheduled times as described in the safety plan and at the introduction of new personnel on site. The meetings shall cover the items in the safety plan. This is also a good time to review the JWA environmental requirements (such as not hosing down work areas, etc.).
6. Adhere to JWA's safety and security standards by having all equipment, tools, and materials in the technician's immediate possession at all times.
7. Provide and place all necessary safety and traffic control equipment required to protect its employees, the public and surrounding areas.
8. Be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by CONTRACTOR during the performance of work on this CONTRACT.
9. Remove and properly dispose of, all trash and debris generated from its operations prior to the end of each workday at CONTRACTOR'S expense. COUNTY trash dumpsters shall not be used for this purpose.

**VI. HAZARDOUS MATERIALS OR SUBSTANCES**

CONTRACTOR shall:

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

**VII. PERFORMANCE SPECIFICATIONS**

CONTRACTOR shall:

1. Perform Daily Preventive Maintenance Tasks:
  - i. Daily tasks shall be invoiced on a monthly cycle.
  - ii. Daily between the hours of 6:30 a.m. until 3:00 p.m. Monday through Friday.
  - iii. Conduct staff meetings with COUNTY Project Coordinator.

- iv. Remove all loose trash, litter, broken glass, and all materials in all landscaped areas, adjacent to parking lots, adjacent to buildings, adjacent to concrete swales, sub drains, and the 8.5 miles long x 6' width of perimeter fence line around the airfield, Main Street Lot and Employee Lot.
  - a. Dispose of all trash and debris generated from CONTRACTOR'S operations prior to the completion of each day's activities. COUNTY dumpsters shall not be used for this purpose.
  - b. When working in respective areas, sweep, vacuum, or blow down.
    - 1) Sweep, vacuum, or blow down all areas adjacent to landscaped areas which includes but not limited to concrete, landscaped, and paved areas as needed.
    - 2) Sweeping, vacuuming, or blowing down shall be concurrent with any work performed in each area.
- v. Provide a regular routine chemical application program to control weed growth, supplemented by hand removal of noxious weed or grasses as required.
  - a. A broad spectrum pre-emergent weed control shall be applied to all ground cover areas and shrub beds.
  - b. A contact herbicide spray shall be used to control vegetation around tree wells.
  - c. All herbicides shall be applied in strict accordance with the product manufacturer's instructions and regulatory agency requirements.
  - d. Chemical control of broad leaf weeds shall be employed as often as necessary to maintain turf grass areas in a "weed-free" condition.
  - e. Chemical control shall not be applied for 4 to 6 weeks following aeration, de-thatch and/or over seeding.
  - f. Comply with chemical application regulations.
  - g. Line trimmers shall not be utilized to remove weeds.
  - h. Mechanical methods shall be used except where physically not possible or practical. Method for removal shall be hand removal or cultivation depends upon planting concentration.
  - i. Remove, spray, and apply pre-emergence to weeds in all areas.
  - j. Weeds and grasses shall be removed from all planted areas within 14 days from the time they are first visible.
- vi. Upon arrival each day, inspect all streets and gutters for dryness.
  - a. Ensure that the irrigation system works as designed.
  - b. If dry conditions are found, continue inspecting all other irrigated areas and perform irrigator duties.
  - c. If water is present, proceed with determining what and where the water source is and report to COUNTY Project Coordinator immediately.
    - 1) Make adjustments or repairs to irrigation system as needed.
    - 2) Adjust irrigation controller times as weather changes.
    - 3) Adjust all irrigation water towards the intended landscaping and prevent zero water runoff.
- vii. Remove all dead, damaged or diseased limbs from all trees.
- viii. Hand water where required.

2. Perform Weekly Preventive Maintenance Tasks:
  - i. Weekly tasks shall be invoiced on a monthly cycle.
  - ii. Starting on the first work day of the week and be completed by the last work day of the week.
  - iii. Mow and edge all turf areas:
    - a. December through February 2"
    - b. March through May 2 ½"
    - c. June through August 3"
    - d. September through November 2 ½"
  - iv. Mow and edge all turf grass missed due to inclement weather. Mowing shall be rescheduled and completed within three (3) days of the mowing schedule.
  - v. Adjust the mower blade to the proper height and have a sharp blade.
  - vi. Mowing equipment shall be thoroughly washed with water prior to each mowing to remove any residue from mowing operations at other locations and thereby eliminate the spread of any disease, noxious weeds and foreign grasses.
  - vii. Mowing patterns shall follow the natural contours and/or general shape of the turf area. However, mowing patterns shall be changed weekly to avoid creating ruts and/or compaction from equipment wheels.
    - a. All visible grass clippings shall be collected and removed from the site at the end of each day's mowing operations.
    - b. All walkways, roadways or other areas dirtied by mowing and edging operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's mowing operations.
    - c. Reseed bare, damaged, or sparse turf.
  - viii. Provide, install, and maintain a wood chip mulch ground cover under all trees, scrubs, ground cover, and plants. A minimum of two (2) yards shall be added weekly.
    - a. The mulch shall cover all areas and ensure that there are no exposed soil areas except around the airfield perimeter, Main Street Lot perimeter, and Employee Lot perimeter.
    - b. Use a medium grind mulch ½" to 1" in diameter.
    - c. Use mulch that is free of weeds, other landscape cuttings, or any other foreign materials.
    - d. Maintain 1" to 3" of mulch ground cover.
    - e. Expose 6" diameter soil around root ball for all plants and shrubs.
    - f. Install and maintain mulch under trees creating tree wells.
    - g. Create a 3' diameter tree well around small trees.
    - h. Create a 6' diameter tree well around large trees.
    - i. Maintain mulch in all areas.
    - j. Cultivate mulched areas.
    - k. Rake all existing mulch.
    - l. Kill and remove all weeds found within all of the mulch.

- m. Install mulch in all dirt areas or when there is less than .5" average mulch height.
  - ix. Perform general tree maintenance.
  - x. Maintain bare soil tree wells around all other trees.
  - xi. Set irrigation times and mowing schedule so that turf shall not be watered at least twenty-four (24) hours prior to mowing.
  - xii. Monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend and implement changes in the duration of the water cycle on a monthly basis. Adjust the irrigation controllers and sprinkler frequencies and durations to meet the requirements of each variety of landscaping. Irrigate as required to develop deep roots and maintain adequate growth and appearance.
    - a. All turf grass areas shall be irrigated, as required, to replenish the soil moisture below the root zone, approximately 3' to 6' deep.
    - b. At a minimum inspect and test all irrigation systems 1 time per week on Tuesday. CONTRACTOR shall monitor and repair the irrigation system to maintain 95% effectiveness, efficiency, and operation. CONTRACTOR is responsible for the irrigation system 24/7 which includes but is not limited to the following:
      - 1) Maintain the entire irrigation system to include all components from connection at the meter (controllers, valves, main and lateral lines, and sprinkler bodies and heads) in an operational state at all times.
      - 2) Replace all damaged or malfunctioning irrigation components with original type and model unless a substitute is approved by COUNTY Project Coordinator.
3. Perform Monthly Preventive Maintenance Tasks:
- i. Monthly tasks shall be invoiced on a monthly cycle. Start on the first work day of the month and be completed by the last work day of the month.
  - ii. Perform irrigation between the hours of 9:00 pm and 5:00 am in all areas except in front of terminal which shall be irrigated between the hours of 12:00 midnight and 5:00 am. CONTRACTOR shall perform special watering during daytime hours after fertilization or periods of extreme dryness. Operations shall be monitored to prevent overspray or prevent runoff.
  - iii. Test all 22 irrigation controllers A through V and all sprinkler heads associated with controllers A through V.
    - a. Determine if irrigation controllers are functioning properly.
      - 1) Check for broken or cut wires.
      - 2) Check to see if the connections are tight.
      - 3) Determine if controller has power.
      - 4) Determine run times.
      - 5) Run each station manually and determine proper operation.
      - 6) Run each station using radio device.
    - b. Determine if sprinklers are functioning properly and have proper coverage.
    - c. Determine if irrigation valves are functioning properly.
    - d. Determine watering depth by using a soil probe.

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

- b. Root-grind all visible roots within the tree well and in turf areas.
- c. Install turf when tree well gets to large or is not symmetrical.
- d. Cultivate tree wells.
- e. Mulch tree wells.
- vi. Fertilize all landscaping:
  - a. All landscape areas shall be fertilized in accordance with the Fertilization Schedule.
  - b. All areas shall be free of moisture at the time the fertilizer is applied, and then shall be thoroughly soaked immediately after the fertilizer is applied.
  - c. Additional fertilization may be required for palms under stress or in decline and shall consist of a deep-root method of inject water soluble fertilizer around each affected tree.
  - d. All areas shall be free of moisture at the time the fertilizer is applied, and shall be thoroughly soaked immediately after the fertilizer is applied.
- vii. Provide chemical controls:
  - a. All turf grass and landscape areas shall be maintained free from insects and diseases.
  - b. When insect damage is suspected, CONTRACTOR shall make an accurate identification of the specific insect and implement a program for application of the appropriate insecticide.

CONTRACTOR shall refer to the following publications:

- 1) Thatch borne insects – see university of California
  - a) Manual 41, Pyrethrum test
- 2) Soil borne insects – see University of California:
  - a) Publication 2540, “insect and mite control on lawn”.
  - b) Manual 412, “turf grass pests”.
  - c) Leaflet 209, “guide to turf grass pest control”.
- c. When disease is suspected, CONTRACTOR shall make an accurate identification of the specific disease and implement a program for application of the appropriate fungicide.
  - 1) Once a disease has been identified, fungicides shall be applied continuously throughout the active season, i.e. through October, or until environmental conditions change.
  - 2) Fungicides shall only be used to treat a specific disease and shall not be used in a generalized, preventive program.
- viii. Provide and apply pest controls:

This is on a monthly cycle however CONTRACTOR shall expend as much effort as required to eliminate pests which include but is not limited to snails, flies, spiders, and any other species that may be considered pests.

- ix. Provide and apply rodent controls:

This is on a monthly cycle however CONTRACTOR shall expend as much effort as required to eliminate rodents which include but is not limited to rats, mice, gophers, rabbits, and any other species that may be considered rodents.

- a. All turf grass and landscape areas shall be maintained free of rodents to include gophers and ground squirrels, and pests to include snails, sow bugs and caterpillars that could cause damage to the turf grass, landscape materials, irrigation system, facilities or cause erosion.
- b. All methods shall conform to EPA or other environmental regulations.
- c. All damage resulting from CONTRACTOR'S failure to control rodents and/or pests shall be repaired or replaced at CONTRACTOR'S expense.
- x. Provide and apply insect controls:  
This is on a monthly cycle however CONTRACTOR shall expend as much effort as required to eliminate insects which include but is not limited to insects, aphids, and any other species that may be considered rodents.
- xi. Provide and apply disease controls:  
This is on a monthly cycle however CONTRACTOR shall expend as much effort as required to eliminate all diseases that may be present within the landscaping.
- xii. Trim ground cover:  
Edge ground cover where it contacts concrete, pavement, turf, and other landscape areas or buildings.
- xiii. Trim plants:
  - a. Trim plant leaves to maximize growth and appearance.
  - b. Thin and split Birds of Paradise to prevent over growth. Replant splits when possible or when plants are missing or damaged.
- xiv. Inspect and maintain the sub-drainage systems (sump):
  - a. Pump water as necessary.
  - b. Report damage:
    - 1) CONTRACTOR shall inspect, and maintain the sub-drain system for proper operation and water level at the following intervals.
      - a) On the first Tuesday of each month throughout the year.
      - b) Daily during periods of rain.
    - 2) CONTRACTOR shall pump out all excess water as often as required.
- xv. Provide monthly reports:
  - a. Arborist report
  - b. Inspection log – insects and disease.
  - c. Inspection log – palm tree sumps.
  - d. Inspection log – soil probe.
  - e. Pesticide/fungicide log.
  - f. Fertilizer log.
  - g. Daily staff log sheet.
  - h. Staff training log.



- i. Safety training log.
4. Perform 6 Week Preventive Maintenance Tasks:
- The 6 week tasks shall be completed within the first week of each 6 week period throughout CONTRACT.
- i. Fungicide shall be applied to the Pittosporum eight (8) times per year (approximately six (6) weeks apart) during the first weeks of January, April, July, October, and the third weeks of February, May, August, and November.
  - ii. Chemical application for weed control shall be used on areas such as planters, buildings, around trees, under fence lines, etc., and shall not be used around sprinkler heads.
  - iii. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
5. Perform Quarterly Preventive Maintenance Tasks:
- i. Complete quarterly tasks starting from CONTRACT execution date and have completed within each 90 days, and for each subsequent anniversary dates.
    - a. Soil sample report from laboratory
  - ii. Perform tree trimming and pruning services
    - a. Note: This is on a quarterly cycle however COUNTY Project Coordinator may request different intervals depending on growth and fruit. Utilize equipment that is clean, sharp and expressly designed for tree pruning. Additional tree trimmings shall be at no additional charge and must be completed within 7 days of request.
    - b. Trim all palm trees to have a full balanced 180 degree umbrella. Additional trimmings may be needed due to winds, COUNTY Project Coordinator requests, and other elements.
      - 1) All fronds and limbs shall be lowered to the ground using a method which prevents damage to the facilities or other landscaping.
      - 2) All pruning tools shall be disinfected between each tree using a 50/50 bleach solution submerged for five (5) minutes.
      - 3) All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
      - 4) Do not prune green, live palm tree tissue.
      - 5) Palm tree fronds shall be dead and dry.
      - 6) Palm tree trunks skinned and shape pineapples.
      - 7) Prevent damage or injury from falling fronds.
      - 8) Remove fruit.
      - 9) Produce sound, healthy trees.
      - 10) **Chain saws are strictly prohibited for palm trees.**
      - 11) **Climbing spikes are strictly prohibited for all trees.**
  - iii. Trim shrubs:
    - a. On a quarterly cycle. COUNTY Project Coordinator may request different intervals depending on growth.

- b. To a uniform height and width when hiding a wall or when used as a hedge. CONTRACTOR shall use the level lines of the walls or buildings for trimming restrictions.
  - c. To a free form shape when shrubs are used as filler or decoration.
  - d. Replace all damaged, missing, deceased, or dead shrubs.
  - e. So that no wood is visible.
  - f. After flowers have fallen.
  - g. To promote healthy growth.
  - h. To restrict growth from sidewalks, facility entrances, or other access ways.
  - i. Based upon the health and growth of the individual shrub.
  - j. All shrubbery shall be trimmed shaped, and thinned in April and in September to:
    - 1) Produce sound shrubs.
    - 2) Symmetrical, but natural appearance.
    - 3) Remove all dead, damaged or diseased limbs with the proper horizontal and vertical clearance.
  - k. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
  - l. All limbs 1" or greater in diameter shall be undercut to prevent splitting.
  - m. All equipment utilized shall be clean, sharp and expressly designed for pruning.
  - n. All leaves shall be raked from under shrubs during the third week at least once each month.
  - o. For security reasons, Main Street fence shall be kept clean from any plant life.
- iv. Planting:

Provide and install plants, trees, and scrubs, at CONTRACTOR'S expense. Plants may be varied and substituted depending on actual needs and with COUNTY Project Coordinator approval. CONTRACTOR shall use similar varieties of existing vegetation found at JWA. The locations shall be as designated by the COUNTY Project Coordinator to restore the missing and damaged landscape. This service shall be provided annually, either in the beginning of each year, or throughout the year, as required by COUNTY.

- 1) Provide and install:
  - a) Seventy-five (75) flats of color. Cyclamen in the winter, Pansies in the spring and fall, Impatiens in the summer, Pansies in the spring. Other varieties may be used depending on what is in season for a total of 300 annually.
  - b) Four (4) flats of color to be replaced at the pilot's lounge location 4 times a year in 3-month intervals during the term of this CONTRACT. The first color change shall be within 90 days from CONTRACT execution date.
  - c) Two hundred (200) one gallon plants. Poinsettia in winter, Abelia, Aucuba, Kangaroo Paw, Camellias, Clytostoma, Daylilies, Gardenia, Gazania, Dogwood, Coral Bells, Impatiens, Morning Glory, Lantana, Lavender, Liriope, Lilies, Honeysuckle, and Philodendron, in all seasons. Other varieties may be used depending on the season for a total of 800 annually.

- d) Fifty (50) five gallon plants, shrubs, Honeysuckle, etc. use examples from above. Two hundred (200) annually.
  - e) Two hundred (200) fifteen gallon shrubs. Photinia, Alazthma, Agapanthus, Azalea, Privet, Pittosporum. Other varieties may be used depending on the season for a total of 800 annually
  - f) Two (2) 48” box Jacaranda trees, Magnolia, Ficus, Eucalyptus, Palm, or other varieties of trees found at JWA for a total of 8 trees annually.
  - g) One hundred (100) yards of fertile soil.
  - h) One hundred (100) yards of soil amendments.
- v. Take soil samples in 50 various areas. Upon test results adjust as follows:
- a) Modify fertilization, chemicals, and disease control to improve results.
  - b) Retest 30 days from corrected actions or as many times as necessary to submit an acceptable report.
  - c) Have the soil samples tested by an independent laboratory each quarter and determine the following:

- 1) Anion and cation exchange capacity

| Anions    | Cations   |
|-----------|-----------|
| ammonium  | nitrate   |
| calcium   | phosphate |
| Sodium    | sulfate   |
| Potassium | Oxide     |
| magnesium | carbonate |

- 2) Soil pH
- 3) Mineral formation and transformation processes
- 4) Clay mineralogy
- 5) Sorption and precipitation reactions in soil
- 6) Oxidation-reduction reactions

7) Chemistry of problem soils

|               |                 |
|---------------|-----------------|
| pH            | Magnesium (Mg)  |
| Boron (B)     | Manganese (Mn)  |
| Calcium (Ca)  | Molybdenum (Mo) |
| Carbon        | Nitrogen (N)    |
| Chlorine (Cl) | Oxygen          |
| Copper (Cu)   | Phosphorus (P)  |
| Fe            | Potassium (K)   |
| Hydrogen      | Sulfur (S)      |
| Iron (Fe)     | Zinc (Zn)       |

8) Adjust fertilization schedule to correct imbalances in the soil chemistry

6. Perform Annual Preventive Maintenance Tasks:

- i. CONTRACTOR shall submit an annual chemical usage report to the Project Coordinator.
- ii. Complete the first annual tasks 90 days from CONTRACT execution date and 90 days for each subsequent anniversary dates.
- iii. Apply Granulated Gypsum to all areas.
- iv. Leach all areas:
  - a. Flood each area avoiding runoff.
  - b. Perform 3 days in a row.
  - c. A minimum of 3 days each year to rinse the salts from the soil.
- v. Provide a third party's annual palm tree health report and palm tree maintenance services.
  - a. Subcontract annual palm tree health report services utilizing a third party expert at CONTRACTOR'S expense.
  - b. Submit to the COUNTY Project Coordinator, annual tree health report, upon completion of annual palm tree health report services but no later than forty (40) days from CONTRACT execution date and each subsequent year.
  - c. Annual palm tree health report services shall include recommendations for palm tree health care maintenance:
    - 1) Tree report shall include location, type of tree, visual and physical condition, recommendations to improve overall condition, soil testing to determine pH balance and nutrients, and identify any diseases or health risks.
    - 2) Correct all discrepancies found on the palm tree health report within 10 days of receipt.
      - a) If the health report deems a palm tree healthy, CONTRACTOR shall make all attempts to maintain the palm tree's health.
      - b) If the inspection deems a palm tree as unhealthy but savable, CONTRACTOR shall make all attempts using the health report as a tool and guide to restore the palm trees health.

- c) If the inspection deems a palm tree unhealthy and not savable, CONTRACTOR shall not be responsible for that particular tree and shall submit a proposal for the removal and replacement of said tree.
  - d) If the inspection report deems a palm tree healthy then the palm tree CONTRACTs a disease and becomes unhealthy and not savable by following the health report recommendations, CONTRACTOR shall not be responsible for that tree and shall submit a proposal for the removal and replacement of said tree.
  - e) If CONTRACTOR is responsible for the spread of diseases from one tree to the next or damages a tree in any way, CONTRACTOR shall replace the palm tree at their costs within 90 days.
  - f) If a tree becomes unhealthy at any point during CONTRACT, CONTRACTOR shall utilize the third party's observations and recommendations to improve the health and appearance of the said palm tree at CONTRACTOR'S expense.
  - g) Document all treatments at the time of each treatment for verification purposes.
  - h) All trees shall be trimmed between the hours of 11:00 p.m. to 4:30 a.m. in public areas, and between the hours of 11:00 p.m. to 11:00 a.m. in all non-public areas.
7. Perform tree trimming, pruning, and thin all trees in the month of October of each year:
- i. Excludes Palm Trees, Palm trees are on quarterly cycle
  - ii. Trim, prune, and thin approximately 450 trees (other than palms) annually as needed. There are two trees, next to sound towers off site that shall be included:
    - a. Produce sound, healthy trees.
    - b. Maintain symmetrical appearance and accentuate the natural form and features of each tree.
    - c. Maintain proper vertical clearance (10' over sidewalks and 14' over roadways).
    - d. Maintain proper horizontal clearance (against buildings or overhanging adjacent property).
    - e. Additional trimmings may be needed due to winds and other elements.
    - f. All cuts shall be made sufficiently close, flush if possible, to the parent limb so that healing can readily start under normal conditions.
    - g. All limbs 1½" or greater in diameter shall be undercut to prevent splitting.
    - h. All limbs 4" or greater in diameter shall initially be cut off 2 feet from the trunk, then cut off at the trunk.
    - i. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs or to other landscaping.
    - j. All cuts which exceed 1½" in diameter shall be treated with an appropriate tree heal compound.
    - k. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
    - l. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
    - m. Avoid pruning the central leader to avoid a multi-leader form and the abundance of weak, vegetative growth.
    - n. Remove all suckers, water sprouts, crisscrossing, heavily laden side branches, and thin crown to remove wind resistance.

- o. Prune multi-leader or branched main trunk trees to develop permanent scaffold branches which are smaller in diameter than the trunk or branch to which they are attached.
  - p. Prune to provide a vertical spacing of 18 to 24 inches and a radial orientation to avoid overlapping.
  - q. Prune to eliminate narrow v-shaped branch forks.
  - r. Thin out crowns to reduce toppling and wind damage.
  - s. Prune to meet space limitations and maintain the natural appearance.
- iii. Aerate all turf October 1st to October 31st of each year and immediately prior to the scheduled fertilization in October.
- a. Aerate all turf areas between October 1st and October 31st. (Except tall fescue).
  - b. Aeration shall consist of removal of 1 inch diameter cores, 4 inches deep, spaced 12 inches on center.
  - c. All cores shall be removed from the turf areas, all walkways, roadways or other areas dirtied by aeration operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day's operations.
- iv. Dethatch all turf areas between October 1st and October 31st. (Except tall fescue).
- a. Schedule dethatch immediately following a normal mowing and immediately prior to the scheduled fertilization in October.
  - b. Use a verticut to remove all but the last ¼ inch of thatch.
- v. Reseed all turf areas October 1st to October 31st of each year and immediately prior to the scheduled fertilization in October.
- a. Over-seed aerated and dethatched turf with like turf.
- vi. Clean all walkways, roadways, or other areas dirtied by de-thatch operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's operations.
- vii. Drench all Eucalyptus tree wells with merit. Inoculations may be substituted at JWA's discretion.
- viii. Fertilize all areas as specified in one of the 2 scenarios listed below. CONTRACTOR is responsible to purchase at its expense and apply fertilizers using one of the chosen fertilization schedules. Once the method of fertilization is chosen CONTRACTOR shall adhere to the schedule. Adjustments may be required based on soil sample results, health, and overall look of the landscape. CONTRACTOR shall also supplement the minimum fertilization schedule as needed to promote health and look. JWA shall determine the need and CONTRACTOR shall implement immediately. JWA shall choose one of the scenarios but reserves the right to use the other scenario at any time. Fertilization rates apply to areas as follows:
- a. Scenario #1 is using CONTRACTOR'S labor to apply traditional fertilizers and traditional methods. CONTRACTOR shall use the fertilization chart. The chart is designed with the assumption that the soil chemistry is in balance, the soil has a low salt content, and the soil contains the proper micronutrients. Scenario #1 is designed using a schedule designed by Simplot using "BEST" products. CONTRACTOR may substitute other manufacturers with JWA approval. If the substitution does not yield results than CONTRACTOR shall use BEST products.
  - b. Scenario #2 is subcontracting to a company that specializes in fertilization. Fertilization subcontractor shall adhere to the fertilization chart below as fertilization minimums.

**Fertilization Schedule**

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

**Application Rates**

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

8. Perform 5 Year Preventive Maintenance Tasks:
  - i. Complete 5 Year tasks December 1, 2017.
    - a. Perform root grinding to all trees surrounded by turf (except palm trees, approximately 25 trees). CONTRACTOR shall root grind the first February from CONTRACT execution date and have complete the root grinding within 2 weeks of start date .
      - 1) Root grind all trees surrounded by turf to create tree wells.

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

**VIII. Preventive Maintenance – Summary of CMMS Tasks:**

CONTRACTOR shall Perform Preventive Maintenance Tasks as listed below:

- i. Daily:
  - a. Provide and apply chemicals as required.
  - b. Provide and apply pest controls as required.
  - c. Provide and apply rodent controls.



- d. Provide and apply chemical controls for weeds, such as pre-emergence.
  - e. Provide and apply insect controls.
  - f. Inspect all streets and gutters for water.
  - g. Make adjustments to irrigation to correct runoff.
  - h. Make repairs to irrigation.
  - i. Meet with COUNTY Project Coordinator.
  - j. Conduct daily staff meetings.
  - k. Inspect all landscaped areas to identify where landscaping needs are required.
  - l. Maintain the overall appearance throughout all landscaping.
  - m. Remove and replant areas that are barren or dying.
  - n. Plant new plants, ground cover, shrubs, trees as scheduled or requested by COUNTY Project Coordinator.
  - o. Trim, prune and cut all plants, shrubs, hedges, and bushes as required.
  - p. Remove and dispose all loose trash, litter, broken glass within all landscaped areas of JWA and dispose of offsite each day.
  - q. Manually remove weeds.
  - r. Sweep, vacuum, or blow down respective work areas at day's end.
  - s. Take soil samples as required.
  - t. Remove all dead, damaged or diseased limbs from all trees.
  - u. Pump water out of sump as required and submit report. (During rains).
- ii. Weekly:
- a. Mow and edge all turf areas.
    - 1) Reseed as bare spots start to form.
    - 2) Sod bare spot areas.
  - b. Provide, apply, and maintain all mulch.
    - 1) Provide and apply two (2) yards a week.
    - 2) Maintain all mulch areas.
  - c. Perform general tree maintenance.
  - d. Maintain bare soil tree wells around all trees without turf.
- iii. Monthly:
- a. Test all 22 irrigation controllers. Inspect, adjust, clean, maintain, repair, redirect spray pattern, and replace irrigation components as needed.
  - b. Inspect all landscape areas and make corrections to landscaping plan and schedule as required and approved by COUNTY Project Coordinator.
  - c. Provide and apply fertilizer to all landscaping.
    - 1) See Fertilization Schedule.

- d. Inspect and maintain the sub-drainage systems (sump).
  - 1) Pump water out of sump as required and submit report.
- e. Submit all reports.
  - 1) See Attached Summary of Reports.
  - 2) All reports shall be filled in completely and correctly.
- iv. 6 weeks:
  - a. Hand trim all Lantana. Undercut sides at a 45 degree angle so that wood does not show.
  - b. Provide and apply Fungicide to the Pittosporum 8times per year.
  - c. Provide and apply 1000 pounds of Pre-emergent.
- v. Quarterly:
  - a. Plant 2 48" box trees each quarter, 8 annually.
  - b. Plant 50 fifteen gallon shrubs annually, 200 each quarter.
  - c. Plant 200one gallon plants each quarter, 800 annual.
  - d. Plant 75 flats each quarter, 300 annually.
  - e. Plant fifty (50) five gallon plants, each quarter, 200 shrubs annually.
  - f. Plant 20 square feet of sod, 80 square feet each year.
  - g. Trim, prune, cut, all palm trees to have 180 degree canopy.
    - 1) Bleach saw blades between each tree.
    - 2) **Do not use chain saws.**
    - 3) **Do not use spikes.**
- vi. Semi-Annual:
  - a. Trim all hedges, Alazthma, Photinia, Pittosporum, Rhapsiolepis, and others. Wood shall not show. Hand trimming shall be used to clean all exposed wood.
  - b. Edge around all ground covers.
  - c. Trim ground covers.
    - 1) Obtain prior authorization from COUNTY Project Coordinator.
- vii. Annual:
  - a. Leach soil in all areas.
  - b. Aerate, dethatch, and reseed all turf areas.
  - c. Provide and apply 32,000pounds annually of fertilizers distributed at different intervals throughout the year.
    - 1) See Fertilization schedule.
  - d. Provide and apply 10,000 pounds of granulated gypsum in all areas and as required.
  - e. Obtain soil for Soil Testing by an independent laboratory.
  - f. Trim, prune, cut all trees (approximately 450) except palm trees.

- g. Coordinate and obtain a third party palm tree report for all palm trees.
  - h. Drench eucalyptus trees with merit and/or inoculate as required.
- viii. 5 year:
- a. Root prune 25 palm trees surrounded by concrete on December 1, 2017.
  - b. Plant 8one gallon Red Lantana around each of the 25 root pruned palm tree, for a total of 200.
  - c. Root grind all 50 trees surrounded by turf.

**IX. ADDITIONAL SERVICES**

CONTRACTOR shall:

1. Provide Additional Services for work not included in scheduled maintenance. Additional Services shall be required and/or utilized, as-needed by COUNTY, to repair, renovate, or make improvements and repairs to the existing landscaping; and, for any other services not included in the fixed price portion of the scope of work.
2. Provide all labor, material, supplies, tools, vehicles, equipment, etc. to perform Additional Services.
  - i. Additional Services shall include but not be limited to all repairs listed below:
    - a. Construction.
    - b. Damage to landscaping resulting from actions beyond the control of CONTRACTOR.
    - c. Damage to the irrigation system.
    - d. Earthquakes.
    - e. Fires.
    - f. Floods/erosion.
    - g. Trespass.
    - h. Uncontrollable insect and/or diseases.
    - i. Vandalism.
    - j. Vehicle accidents.
3. Upon COUNTY request submit proposals for all Additional Services not called for under the fixed price portion of the scope of work in accordance with Attachment B.
  - i. Proposals for Additional Services shall include, but not be limited to design specifications, engineering specifications, drawings, procedures, schedule, cut sheets, foreseeable problems, labor, justification, and costs.
  - ii. The costs elements shall include but not be limited to the following:
    - a. Cost of equipment (actual hours and hourly rate).
    - b. Cost of materials and supplies (unit cost and quantity).
    - c. Cost of subcontracted work.
    - d. Cost of labor (actual hours and hourly rate).
    - e. Sales tax on materials.
    - f. Material costs shall be paid to CONTRACTOR on the basis of CONTRACTOR'S actual invoice cost plus percentage mark up.

- g. All material items shall be listed on the invoice.
  - h. CONTRACTOR must provide materials invoice upon COUNTY request.
  - iii. CONTRACTOR must obtain COUNTY Project Coordinator written approval prior to commencing any Additional Services.
4. Notes:
- i. COUNTY reserves the right to obtain proposals from, and use, alternate sources for any Additional Services.
  - ii. COUNTY reserves the right to utilize the data provided by CONTRACTOR under this CONTRACT to perform Additional Services using design specifications, engineering specifications, drawings, procedures, schedule, cut sheets, foreseeable problems, labor, justification, and costs for the Additional Services.
  - iii. If COUNTY authorizes work by an alternate source, CONTRACTOR may be relieved of responsibilities affected by the project while work is being performed and during the subsequent warranty period. CONTRACTOR shall continue to provide services to all areas not affected by work provided by alternate sources.
  - iv. Upon completion of any Additional Services, whether by CONTRACTOR or an alternative source, COUNTY'S Project Coordinator and CONTRACTOR shall inspect the finished services at no additional cost to COUNTY. Upon mutual acceptance of the Additional Services, CONTRACTOR shall again be responsible for all services covered under this CONTRACT.

**ATTACHMENT B  
 CONTRACTOR'S PRICING**

I. **COMPENSATION** - This is a fixed price CONTRACT between COUNTY and CONTRACTOR for services defined in Attachment A - Scope of Work.

CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, travel, etc. required for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder. CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. COUNTY shall have no obligation to pay any sum in excess of total CONTRACT amount specified herein unless authorized by amendment in accordance with Article "C – Amendments – Changes/Extra Work" of COUNTY CONTRACT Terms and Conditions.

II. **FEES AND CHARGES** - COUNTY shall pay the following fees in accordance with the provisions of this CONTRACT based upon CONTRACTOR'S performance of the requested services as described in Attachment A - Scope of Work. Partial progress payments may be allowed at the discretion of the COUNTY Project Coordinator.

| <b>Landscape Maintenance Services</b> |                    |               |               |
|---------------------------------------|--------------------|---------------|---------------|
| Service                               | Frequency          | Per Unit Cost | Total Costs   |
| 5 Year Tasks                          | Once every 5 years | \$ 4,242.20   | \$ 4,242.20   |
| Annual Tasks                          | 1                  | \$ 61,303.00  | \$ 61,303.00  |
| Semi-Annual                           | 2                  | \$ 1,140.00   | \$ 2,280.00   |
| Quarterly Tasks                       | 4                  | \$ 16,209.00  | \$ 64,836.00  |
| *Monthly Tasks                        | 12                 | \$ 24,266.00  | \$ 291,192.00 |
| 6 Week Tasks                          | 9                  | \$ 1,256.00   | \$ 11,304.00  |
| Sub-Total Fixed Costs                 |                    |               | \$ 435,157.20 |
| Additional Services                   |                    |               | \$ 20,000.00  |
| Total not to exceed Amount            |                    |               | \$ 455,157.20 |

| <b>Additional Services</b>                     |         |
|--|---------|
| Hourly Rate per person per hour extra work     | \$28.00 |
| After Hour Rate per person per hour extra work | \$42.00 |
| Holiday Rate per person per hour extra work    | \$84.00 |
| Material Costs plus 20% of markup.             |         |
| Equipment Costs plus 20% of markup.            |         |

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

1. Regular hours shall mean Monday through Friday 8:00 a.m. to 5:00 p.m.; after hours shall mean Monday through Friday 5:01 p.m. through 7:59 a.m. and all day Saturday and Sunday; holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July.
2. **Additional Services:** Any additional labor, tools, equipment, etc. and not listed above must be approved by the COUNTY Project Coordinator in accordance with Attachment A, "Scope of Work", Section IX.
3. **Schedule of Deductions:** COUNTY reserves the right to impose deductions in addition to Attachment D – Schedule of Deductions based on egregious CONTRACT deficiencies found.

**III. INVOICING**

Invoices are to be submitted monthly in arrears, after services have been provided, to the address specified below. Payment shall be next 30 days after receipt of an invoice in a format acceptable to COUNTY and verified and approved by COUNTY Project Coordinator and subject to routine processing requirements. COUNTY'S Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to COUNTY Auditor-Controller for processing of payment. Responsibility for providing an acceptable invoice to COUNTY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and shall be returned to CONTRACTOR for correction.

Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for services not provided or when goods or services do not meet CONTRACT requirements.

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

CONTRACTOR shall provide an invoice on CONTRACTOR'S letterhead for services rendered. Each invoice shall include the following information:

1. CONTRACTOR'S name and address
2. CONTRACTOR'S remittance address (if different from above)
3. CONTRACTOR'S Federal I. D. number
4. Invoice date
5. Invoice number
6. Name of COUNTY department (John Wayne Airport)
7. COUNTY CONTRACT number
8. Service address
9. Service dates
10. Type of service and cost
11. Additional Services: Man hours and hourly rates with extended totals
12. Total Invoice Amount

Invoices and support documentation are to be forwarded to (NOT BOTH):

County of Orange, John Wayne Airport  
 Attention: Accounts Payable  
 3160 Airway Avenue  
 Costa Mesa, CA 92626  
 Or  
 Email to: Accountspayable@ocair.com

**ATTACHMENT C  
STAFFING PLAN AND SUBCONTRACTORS**

**I. STAFFING PLAN**

| Name               | Classification/designation |
|--------------------|----------------------------|
| Robert Whitecotton | District Manager           |
| Alejandro Rivera   | Project Manager            |
| Rafael Angel       | Supervisor                 |
| Jesus Villacruz    | Chemical Treatment         |
| Robert Whitecotton | ISA Certified Arborist     |
| Manuel Gomez       | Crew                       |
| Jose Ruiz          | Crew                       |
| Sanros Solis       | Crew                       |
| Rafael Bermudez    | Crew                       |
| David Miller       | Crew                       |
| David Munoz        | Other                      |

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.

CONTRACTOR may reserve the right to involve other CONTRACTOR personnel with the exception of tree trimming services, as their services are required. The specific individuals shall be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to COUNTY written approval. COUNTY reserves the right to have any of CONTRACTOR personnel removed from providing services to COUNTY under this CONTRACT. COUNTY is not required to provide any reason for the request for removal of any CONTRACTOR personnel.

**II. SUBCONTRACTORS**

In accordance with Article “I”, “Assignment or Subcontracting”, listed below are subcontractors anticipated by CONTRACTOR to perform services specified in Attachment A.

| <b>Subcontractor company name /location address</b> | <b>Contact name and telephone number</b> | <b>Division of work or trade</b> |
|---|--|----------------------------------|
| None  |  |                                  |
|   |  |                                  |
|   |  |                                  |



**ATTACHMENT D  
 SCHEDULE OF DEDUCTIONS**

Performance: reserves the right to deduct from the payments due or to become due to CONTRACTOR for deficient performance. The amount of such deductions shall be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation shall be furnished to CONTRACTOR.

| Tasks           | Units | Unit Cost   | Total Cost   |
|-----------------|-------|-------------|--------------|
| 5 Year Task     | 1     | \$4,242.20  | \$4,242.20   |
| Annual Tasks    | 1     | \$61,303.00 | \$61,303.00  |
| Semi-Annual     | 2     | \$1,140.00  | \$2,280.00   |
| Quarterly Tasks | 4     | \$16,209.00 | \$64,836.00  |
| *Monthly Tasks  | 12    | \$24,266.00 | \$291,192.00 |
| 6 Week Tasks    | 9     | \$1,256.00  | \$11,304.00  |

\*Monthly Tasks shall include Daily, Weekly and Monthly tasks.

| DESCRIPTION                            | FREQUENCY     | TOTAL PRICE |
|--|---------------|-------------|
| Administration Costs                   | Each Instance | \$50.00     |
| Deficiencies found during Inspections  | Each Instance | \$100.00    |
| Deficiencies Reported                  | Each Instance | \$100.00    |
| Non-responsiveness                     | Each Instance | \$50.00     |
| Insufficient Reporting                 | Each Instance | \$50.00     |
| Inaccurate Reports                     | Each Instance | \$50.00     |
| Untimely reports                       | Each Instance | \$500.00    |
| Staff Shortage                         | Per Hour      | \$50.00     |
| Unusable Equipment                     | Each Instance | \$500.00    |
| Insufficient or unacceptable Materials | Each Instance | \$500.00    |

**ATTACHMENT E**  
**SUMMARY OF SPECIAL REPORTS**

- A. Quarterly Soil Analysis: A soil analysis shall be performed each year during the first week in February of each year to determine actual soil conditions and determine possible adjustments required for fertilization.
1. Report shall be submitted to COUNTY Project Coordinator.
  2. CONTRACTOR shall take soil samples from each landscape area.
  3. CONTRACTOR shall have a soil fertility analysis performed on each soil sample by an independent testing laboratory.
  4. CONTRACTOR shall submit a copy of the soil fertility analysis, which shall include fertilization recommendations, to COUNTY within 21 days of CONTRACT execution date.  
Analysis and recommendations shall specifically address each type of landscaping and specific areas.
    - i. Turf grass
    - ii. Trees
    - iii. Shrubs
    - iv. Vines
    - v. Palm trees
  5. COUNTY may initiate changes in the fertilization specifications based upon the results of the soil fertility analysis.
- B. Monthly inspection log – insects and diseases:
1. CONTRACTOR shall inspect and treat for insects and diseases on an ongoing basis as required by the specifications.
  2. CONTRACTOR shall record all insect infestations and diseases, and their treatments on an ongoing basis.
  3. CONTRACTOR shall submit the insect and disease inspection log each month with its request for payment.
- C. Monthly inspection log – palm tree sub-drains:
1. CONTRACTOR shall inspect the palm tree sub-drains as required by the specifications.
  2. CONTRACTOR shall prepare and submit a copy of the palm tree sub-drains inspection log each month with its request for payment.
- D. Monthly inspection log – soil probe:
1. CONTRACTOR shall perform soil probes on an ongoing basis as required by the specifications.
  2. CONTRACTOR shall record results from the soil probes on an ongoing basis.
  3. CONTRACTOR shall submit the soil probe inspection log each month with its request for payment.

- E. Monthly pesticide/ fungicide log sheet (CONTRACTOR to submit each monthly with its request for payment).

Sheet shall have the following:

1. Brand name
2. Location
3. Element breakdown
4. Rate
5. Amount used

- F. Monthly fertilizer log sheet (CONTRACTOR to submit each monthly with its request for payment).

Sheet shall have the following:

1. Brand name
2. Location
3. Element breakdown
4. Rate
5. Amount used

- G. Daily staff log sheet (to be turned in to COUNTY Project Coordinator daily).

Sheet shall have the following:

1. Name of worker
2. Location of work
3. Date of service

- H. Staff training log sheet (CONTRACTOR to turn in to COUNTY Project Coordinator bi-annually).

Sheet shall have the following:

1. Name of worker(s)
2. Date of training
3. Type of training
4. Certificate (copy to COUNTY Project Coordinator)

- I. Safety training log sheet (CONTRACTOR to turn in to COUNTY Project Coordinator bi-annually).

Sheet shall have the following:

1. Name of worker(s)
2. Topics
3. Dates

- J. Annual records of the original proposed listing and all operations' starting dates, times, 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. Provide annual report to COUNTY Project Coordinator.

**ATTACHMENT F  
 INVENTORY**

| Inventory  |   |   |   |                           |  |                 |
|--|---|---|---|---------------------------|--|-----------------|
|  | Thomas F. Riley<br>Terminal 18601 Airport<br>Way, Santa Ana | Eddie Martin Administration<br>Building 3160 Airway Ave<br>Costa Mesa | Fire Station 33<br>374 Paularino Costa Mesa | 366 Paularino Costa Mesa, | Other Facilities (I.E. Parking<br>Lots, West Tie Down Areas,<br>Jay's Gate, and Pilot<br>Lounge, 3180, Bristol Slope,<br>Etc.) | Along Roadsides |
| Festuca Eletior/ Tall Fescue Solid Sod<br>Marathon II Sq. Ft Turf Grass. | 108,900   | 20,093  | 2,601                                       | 0                         | 1,594  | 10,000          |
| Sq. Ft. Ground Cover   | 90,000  | 1,300   | 200   | 300                       | 400  | 600,000         |
| Agapanthus Africanus - Lily Of The<br>Nile With Blue Flowers             | 10,000  | 0   | 200   | 0                         | 30,000   | 10,000          |
| Strelitzia Reginae- Bird Of Paradise                                     | 200   | 0   | 0   | 0                         | 765  | 830             |
| Sq. Ft. Planter Boxes  | 16,787  | 9136  | 345   | 0                         | 11,656   | 0               |
| Photinia Fraserii  | 0   | 0   | 0   | 0                         | 865  | 123             |
| Morning Glory Vine   | 0   | 0   | 0   | 0                         | 755  | 323             |
| Lantana  | 0   | 0   | 0   | 0                         | 565  | 432             |
| Sq. Ft. Sidewalk   | 0   | 2,779   | 1,200                                       | 457                       | 0  | 0               |
| Sq. Ft. Parking Lot  | 0   | N/A   | 3,200                                       | 2,000                     | 4,000  | 0               |
| Sq. Ft. Patio  | 0   | 3,253   | 0   | 0                         | 27,630   | 0               |
| Citrus "Valencia" Valencia Orange Tree                                   | 45  | 0   | 0   | 0                         | 0  | 0               |
| Eucalyptus Maculata Spotted Gum  | 0   | 0   | 0   | 0                         | 137  | 350             |
| Ficus Rubiginosa - Rusty Leaf Fig  | 0   | 0   | 0   | 0                         | 0  | 60              |
| Geijera Parviflora - Australian Shallow                                  | 10  | 6   | 3   | 2                         | 60   | 65              |
| Ulmus Parvifolia 'True Green' - Rue<br>Green Elm                         | 0   | 5   | 3   | 5                         | 30   | 0               |
| Washingtonia Robusta Mexican Fan Palm                                    | 0   | 0   | 0   | 0                         | 0  | 64              |
| Phoenix Canariensis Canary Island Palm                                   | 0   | 0   | 0   | 0                         | 0  | 160             |
| Phoenix Reclinata Senegal Date Palm                                      | 2   | 0   | 0   | 0                         | 0  | 0               |
| Queen Palms  | 0   | 10  | 0   | 0                         | 75   | 0               |
| Jacaranda Mimosifolia Jacaranda  | 0   | 5   | 0   | 0                         | 53   | 15              |

|   |        |     |    |    |     |       |
|---|--------|-----|----|----|-----|-------|
| Buxus M. Japaponica - Japanese Boxwood          | 789    | 42  | 20 | 30 | 533 | 43    |
| Hemerocallis - Daylily                          | 700    | 13  | 33 | 0  | 25  | 289   |
| Hibiscus Rosa-Sinensis. "Hula Girl"             | 1387   | 693 | 14 | 0  | 83  | 357   |
| Ligustrum Japonica "Texanum" Japanese Privet    | 123    | 0   | 0  | 0  | 455 | 320   |
| Nerium Oleander "Mrs Roeding"                   | 0      | 0   | 0  | 0  | 0   | 45    |
| Pittosporum Undulatum                           | 0      | 0   | 0  | 0  | 455 | 0     |
| Pittosporum Tobia- Wheelers Dwarf               | 35     | 0   | 0  | 0  | 132 | 0     |
| Pittosporum Tobia- Japanese Mock Orange         | 0      | 0   | 0  | 0  | 54  | 0     |
| Rhaphiolepis Indica Clara- Indian Hawthorne     | 0      | 0   | 0  | 0  | 0   | 75    |
| Bougainvillea "San Diego Red"                   | 87     | 0   | 0  | 0  | 4   | 0     |
| Clytostoma Callistegioides- Violet Trumpet Vine | 0      | 0   | 0  | 0  | 6   | 0     |
| Distictis Buccanatoria- Red Trumpet Vine        | 0      | 0   | 0  | 0  | 6   | 645   |
| Lonicera Japonica Halliana Halls Honeysuckle    | 4500   | 0   | 0  | 0  | 630 | 5400  |
| Trachelospermum Jasminoides Star Jasmine        | 0      | 0   | 0  | 0  | 15  | 0     |
| Ipomea Acuminata Blue Dawn Flower               | 0      | 0   | 0  | 0  | 132 | 54    |
| Vinca Major Perwinkle                           | 0      | 0   | 0  | 0  | 54  | 0     |
| Thevetia Peruiana (Yellow Oleander)             | 0      | 0   | 0  | 0  | 0   | 150   |
| Controllers                                     | 0      | 0   | 0  | 0  | 0   | 17    |
| Stations  | 0      | 0   | 0  | 0  | 0   | 255   |
| Valves  | 0      | 0   | 0  | 0  | 0   | 1,275 |
| Sprinklers                                      | 15,400 | 60  | 30 | 25 | 630 | 2,300 |
| Backflow Devices                                | 0      | 0   | 0  | 0  | 0   | 13    |

Inventory: The following list the variety of trees, shrubs, and vines located throughout the JWA property:

|   |
|---|
| Abelia  |
| Agapanthus Africanus - Lily Of The Nile With Blue Flowers             |
| Anigozanthos Manglesii  |
| Aucuba Japonica   |
| Azalea  |
| Begonia   |
| Bougainvillea "San Diego Red"   |
| Buxus M. Japonica - Japanese Boxwood                                  |
| Camellia Japonica   |
| Citrus "Valencia" Valencia Orange Tree                                |
| Clevisis  |
| Clytostoma  |
| Clytostoma Callistegioides - Violet Trumpet Vine                      |
| Coral Bells- Heuchera   |
| Distictis Buccanatoria - Red Trumpet Vine                             |
| Eucalyptus Maculata Spotted Gum                                       |
| Festuca Eletior/ Tall Fescue Solid Sod Marathon li Sq. Ft Turf Grass. |
| Ficus Rubiginosa - Rusty Leaf Fig                                     |
| Gardenia  |
| Gazania   |
| Geijera Parviflora - Australian Shallow                               |
| Hemerocallis - Daylily  |
| Hibiscus Rosa-Sinensis. "Hula Girl"                                   |
| Impatiens   |
| Ipomea Acuminata Blue Dawn Flower                                     |
| Ipomoea Indica  |
| Jacaranda Mimosifolia Jacaranda                                       |
| Lantana   |
| Lavender  |
| Ligustrum Japonica "Texanum" Japanese Privet                          |
| Liriope   |
| Liquid Amber  |
| Lonicera Hildebrandiana - Burmese Honeysuckle                         |
| Lonicera Japonica Halliana Halls Honeysuckle                          |
| Morning Glory Vine  |
| Nerium O. "Mrs Roeding" -Oleander                                     |
| Nerium Oleander "Mrs Roeding"   |
| Philodendron  |
| Phoenix Canariensis Canary Island Palm                                |
| Phoenix Reclinata   |

|  |
|--|
| Phoenix Reclinata Senegal Date Palm                  |
| Phoenix Robellini                                    |
| Phormium   |
| Photinia Fraserii                                    |
| Photinia   |
| Pittosporum Tobira Variegatum - Japanese Mock Orange |
| Pittosporum Undulatum                                |
| Queen Palms  |
| Rhaphiolepis Indica Clara - Indian Hawthorne         |
| Rosa Iceberg   |
| Schinus Molle  |
| Stations   |
| Sterlitzia Reginae - Bird Of Paradise                |
| Strelitzia Reginae- Bird Of Paradise                 |
| Thevetia Peruviana (Yellow Oleander)                 |
| Thevetia Peruviana                                   |
| Trachelospermum - Star Jasmine                       |
| Trachelospermum Jasminoides Star Jasmine             |
| Ulmus Parvifolia 'True Green' - Rue Green Elm        |
| Vinca Major  |
| Vinca Major Perwinkle                                |
| Washingtonia Robusta                                 |
| Washingtonia Robusta Mexican Fan Palm                |

