

County of Orange, OCCR/OC Parks &
BrightView Landscape Services Inc

MA-012-17010285
File: C009700

**SIX-PARK
LANDSCAPE MAINTENANCE AND MANAGEMENT
MA-012-17010285**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and BrightView Landscape Services Inc; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for landscape maintenance and management services for Irvine, Yorba, Mason, Laguna Niguel and Mile Square Regional Park(s), and Haster Basin Recreation Park; and

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

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for landscape maintenance and management with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Contract Specific Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure landscape maintenance and management services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon approval by the County Board of Supervisors or upon execution of all necessary signatures, whichever occurs later, and shall be effective for two (2) years, renewable for three (3) additional one-year terms for a total of five years.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
5. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor

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was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

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

Terminate the Contract immediately, pursuant to Section K herein;

Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

8. **Contractor – Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The 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 the County.
11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
12. **Contingent Fees:** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the contractor or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the contractor.
13. **Contractor Bankruptcy/Insolvency:** If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor’s insolvency, the County may terminate this contract.
14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

15. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractors Project Manager from providing services to the County under this Contract.

16. **Contractor's Records:** The Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for four (4) years after the expiration or termination of this Contract.

17. **County Of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

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

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

18. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this contract.

19. **Disputes – Contract:**

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

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- i. The Contractor shall submit to the agency/department 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 the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit A)

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

21. **Entire Contract:** This contract and all of its attachments comprise the entire contract between the contractor and the County. Additional or new terms contained in this contract which vary from the contractor's proposal are deemed accepted by the contractor by execution of this contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this contract shall be considered valid unless specifically agreed to in writing by both parties.
22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

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23. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
24. **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 the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: BrightView Landscape Inc
PO Box 57515
Los Angeles, CA 90075
Attention: Nathan Nevois
Telephone: 714-546-7843
Email: Nathan.Nevois@brightview.com

For County: County of Orange
OC Community Resources - OC Parks
Attn: Jeffrey Miller, DPA
13042 Old Myford Rd
Irvine, CA 92620
Telephone: 949-923-3767
Email: jeffrey.miller@ocparks.com

25. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this contract by the contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
26. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
27. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the contractor during the term of this contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the contractor.
- The County's project manager shall have the right to require the removal and replacement of the contractor's project manager and key personnel. The County's project manager shall notify the contractor in writing of such action. The contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.
28. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
29. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the

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County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will 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.

30. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
31. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including all its Attachment(s) and Exhibit(s) A which are attached hereto and incorporated herein by this reference, when accepted by the 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, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

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- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the County; 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the 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 indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnities 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 Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to 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 the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- 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 nor its employees; nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor nor its employees; nor anyone working under Contractor 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 services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor,

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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 sub-contractors.

P. Insurance Provisions: Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the 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 the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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 the County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer: 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 the Contractor shall provide the minimum limits and coverage as set forth below:

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

Required Coverage Forms

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

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

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Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming 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.

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.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

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

Insurance certificates should be forwarded to:

County of Orange
OC Community Resources -OC Parks
Attn: Jeffrey Miller, CPPB, DPA
13042 Old Myford Rd
Irvine, CA 92620

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by OC Parks purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty 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.

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- 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 paragraph "HH" below, 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:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- 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 thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- 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 paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities 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:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- 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. Attorney 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.

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- 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 or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- 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 will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

County of Orange, OCCR/OC Parks &
BrightView Landscape Services Inc

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CONTRACT SIGNATURE PAGE

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

BRIGHTVIEW LANDSCAPE SERVICES INC

<u>AUTUMN RAN</u>	<u>Vice President - General Manager</u>
Print Name	Title
<u>Autumn Ran</u>	<u>8/17/16</u>
Signature	Date
<u>GREGG GILL</u>	<u>Branch Manager</u>
Print Name	Title
<u>Gregg Gill</u>	<u>8/17/16</u>
Signature	Date

* If the 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) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; 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 OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

<u>F. I. TRITELE LEAPAGA</u>	<u>Procurement Manager</u>
Print Name	Title
<u>F. I. Tritele Leapaga</u>	<u>9/27/16</u>
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

<u>Michael A. Harbert</u>	<u>Deputy County Counsel</u>
Print Name	Title
<u>Michael A. Harbert</u>	<u>8/18/16</u>
Signature	Date

ATTACHMENT A
SCOPE OF WORK

1. DEFINITIONS

“Contractor” means the individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with County to perform the work.

“Contractor Supervisor” means the person designated by Contractor to oversee Contractor’s employees in the performance of the work under this Contract.

“County” means the County of Orange.

“Daily” means every day, Monday through Sunday unless otherwise indicated.

“Extra Work” means work that may be required to be performed where special conditions dictate that a frequency greater than that specified is necessary. All Extra Work requires written authorization from the Inspector.

“Facility or Hardscape Area” means all non-turf and non-landscape areas covered in a hard or solid material such as asphalt, concrete, brick, sand or decomposed granite, e.g., roadways, sidewalks, trail, tennis courts, picnic shelters, etc.

“Holidays” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“Inspector” means the County representative, or designee, designated to inspect the contracted work at the listed Park.

“Landscape Area” means all non-turf areas such as parkways, planters, flower beds and undeveloped areas that require landscape, irrigation and weed control.

“Major Irrigation Repair Work” means repairs to the irrigation system that is not considered Minor Irrigation Repair Work.

“Major Park Holidays” means Easter, Mother’s Day, Memorial Day, Fourth of July, and Labor Day.

“Minor Irrigation Repair Work” means minor repairs to the irrigation system that includes replacement of adjusting pins, washers, trip assemblies and other small parts. This shall also include flushing and cleaning of drip irrigation system lines, filters, screens and emitters and the clearing of obstructions and correcting malfunctions that do not require the replacement of any parts.

“NPDES” means the National Pollutant Discharge Elimination System.

“OC Community Resources” means OC Community Resources, an agency of the County of Orange.

“OC Parks” or **“Orange County Parks”** means the department within OC Community Resources responsible for management and operation of County regional parks and recreational areas.

“Park” or **“Park Facilities”** means all developed and undeveloped areas of the listed County regional park.

“Standard Work” means a spectrum of activities including turf mowing and edging, maintenance of landscape and hard-scape areas, maintenance of the irrigation system (minor repairs only), cleaning of facilities, weed control and trash pick-up.

ATTACHMENT A SCOPE OF WORK

“**Turf Area**” means all developed turf areas of the listed County regional park.

“**Weekly**” means the normal work week during the month, Monday through Friday.

“**Work**” means the services to be completed under this Contract and to include furnishing all labor, materials and equipment.

2. GENERAL REQUIREMENTS

- A. The Contractor shall provide all landscape maintenance services required for the areas specified herein as specified in the Contract. The work shall include all mowing, edging, pruning and trimming of shrubs, servicing and repairing of irrigation systems, weeding, planting, and replanting required to maintain the appearance and sound growth conditions in all turf and landscape areas.
- B. The Contractor shall provide all labor (including, required professional and supervisory services), tools, equipment (including vehicles), materials and incidentals necessary to ensure that grounds and landscape maintenance is performed at the listed County property in a manner that will maintain healthy grass, trees, shrubs, vines and plants and present a clean, neat, manicured, and professional appearance. The Contractor’s work force shall perform all services associated with general grounds and landscape maintenance duties. This will include all management and preventative maintenance actions in addition to the specific tasks addressed in the Scope of Work. Contractor shall take precautions to prevent scalping, uneven mowing, (cutting by equipment) and damage to flowering plants, trees, shrubs, vines, picnic tables, barbeques, benches, and sprinkler heads. The Contractor shall repair damaged turf and replace flowering plants, shrubs, trees, vines and sprinkler heads damaged during mowing or edging operations.
- C. Contractor’s materials and equipment shall not be stocked or stored at the listed County regional park except as authorized by the Inspector.
- D. All work shall be done in a manner and at those times that will not inconvenience either the public or operations at the Park. Care shall be taken not to damage vehicles or other property from water or Contractor’s operations.
- E. Underground utilities may exist in all areas to be serviced under this Contract. Special care shall be exercised during cultivation and excavation.
- F. Contractor equipment shall be kept in good repair and conform to all state and local laws. **All equipment shall be subject to inspection, any equipment found to be in need of repair, unsafe or producing poor quality work shall be removed from service at Inspectors request.**
- G. The Contractor shall maintain an office within fifty (50) miles of Orange County with a telephone answering system such that twenty-four (24) hour emergency notification is possible or provide emergency contact name(s) and phone number (s) such that twenty-four (24) hour emergency notification is possible. All calls shall be returned within two (2) hours.
- H. Contractor shall not enter upon any adjacent property for the purpose of conducting operations required under this Contract unless the Contractor has obtained written permission from the affected property owner.

3. CONTROL OF WORK

- A. Performance Standards: The Scope of Work defines the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide thorough maintenance of the turf and landscaped areas including irrigation system repair, trimming, and pruning of shrubs, and weed control.

ATTACHMENT A
SCOPE OF WORK

B. Inspector: County shall designate an Inspector to inspect the work performed and administer the on-site provisions of the Contract.

C. Deficient Performance:

1. The Inspector shall inspect the performance of the work as to adherence to the Contract Specifications and Scope of Work. The County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance and to perform or contract for the necessary service if, or when, the work under this Contract is incomplete.

The Contractor shall be notified both verbally and in writing each time its performance is unsatisfactory and corrective action is necessary.

2. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
 - a. Major irrigation within twelve (12) hours.
 - b. Other irrigation within forty-eight (48) hours.
 - c. Other deficiencies within seven (7) days.
3. Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on the Payment Deduction Schedule below.
4. Deductions from monthly performance payments shall be divided into four categories:
 - i. Performance on Schedule:
 - a) Failure of the Contractor will result in damages in the additional inspection, administration and complaints by the public being sustained in OCCR Purchasing & Contract Services.
 - b) The sum of Two-Hundred Fifty Dollars (\$250.00) for the first failure and Five Hundred Dollars (\$500.00) for thereafter per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications, except for mowing/mechanical edging which shall be Two-Hundred Fifty dollars (\$250.00) per instance.
 - ii. Minor Deficiencies:
 - a) An additional amount equal to the percentage incomplete times the value for each item from the Payment Deduction Schedule will also be deducted and forfeited from payments to the Contractor.
 - b) On certain activities the Contractor will be granted partial payment when it completes the work after the schedule time yet still within acceptable limits. These activities, partial payments and time limits are shown on the Payment Deduction Schedule.

ATTACHMENT A
SCOPE OF WORK

iii. Major Deficiencies:

- a) An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be County forces or separate private contractor, even if it exceeds the contract unit price, will be deducted and forfeited from payments to the Contractor.
- b) Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are not reasonably expected to be taken, OCCR Purchasing & Contract Services may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or become due from OCCR Purchasing & Contract Services. OCCR Purchasing & Contract Services action or inaction under such circumstances shall not be construed as relieving the Contractor from liability

iv. Inspection/Administration Cost Limitation:

- a. The inspection and administration criteria stated below shall comprise the maximum amount of County staff time required for this contract.
- b. The cost for all time in excess of the stated criteria shall be deducted and forfeited from payments due to the Contractor.
- c. The stated criteria shall be exclusive from excessive damage from outside sources beyond the Contractor's control requiring additional inspection and administration.
- d. The actual cost computation shall be made using a Park Maintenance Supervisor, salary range 12 inclusive of direct and indirect overhead from the salary schedule in effect at the time costs are incurred.
- e. Inspector shall maintain an accurate daily log of inspection and administrative time for computing costs. Log will be available for review by the Contractor.

f. Criteria:	ADMINISTRATION	INSPECTION	TOTAL
	2 hour per week	5.0 hours per week	7.0 hours week

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

ATTACHMENT A
SCOPE OF WORK

7. Payment Deduction Schedule:

I. TURF - MOW/EDGE	BID ITEM	CATEGORIES*
MOW	100%	1
MECHANICAL EDGE	100%	1
CHEMICAL EDGE	100%	2
II. TURF - MAINTENANCE	BID ITEM	
WATERING	50%	1
WEED CONTROL-CHEMICAL	50%	1
WEED CONTROL-CHEMICAL (OPTIONAL)	100%	1
AERATE	100%	1
DETHATCH	100%	1
III. LANDSCAPE MAINT.	BID ITEM	
WEED CONTROL-HAND	35%	1
WEED CONTROL-CHEM.	10%	1
FERTILIZATION	20% X (12/4)	2
SHRUB - TRIM	35% X (12/2)	3
IV. IRRIGATION	BID ITEM	
DAILY CHECK	40%	1
OPERATIONAL	50%	1
ADJUSTMENT	10%	1
V. FACILITY MAINT.	BID ITEM	CATEGORIES*
GENERAL AREAS	40%	1
SAND COURTS	20%	1
HARD SURFACES	20%	1
GENERAL OPERATIONS	40%	1

***Make up categories:**

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

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

E. Safety. The Contractor shall take all necessary safety precautions for the protection of its employees, County employees and the public using the Park or the Park Facilities including but not limited to, use of signs, barricades, and traffic devices such as flashers and cones.

ATTACHMENT A
SCOPE OF WORK

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

4. WORK SCHEDULES

A. Annual Schedule:

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

B. Monthly Schedule.

1. The Contractor shall submit a monthly schedule form to the Inspector, which will be provided, to indicate the major items of work completed and further delineate the time frames for accomplishment by day of the week and by morning and afternoon.
2. The Contractor shall complete the schedule for each item of work and each area of work.
3. The initial schedule shall be submitted on or by the effective date of Contract. Thereafter it shall be submitted monthly on the day mutually agreed upon by Contractor and Inspector.
4. Changes to the schedule shall be received by Inspector at least twelve (12) hours prior to the scheduled time for the work.
5. Failure to notify Inspector of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work even though the work is performed on a subsequent day.
6. Contractor shall adjust all schedules to compensate for all holidays.

C. Performance during Inclement Weather.

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

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5. SECURITY

- A. Keys. The County will issue such keys as necessary for access to work areas. Contractor shall assume full responsibility for the theft or loss of said keys and pay for re-keying all locks operated by these keys. Keys shall not be duplicated.
- B. Losses. At no time shall the Contractor or its employees enter areas of the Park not specifically included in this Contract for landscape maintenance services, including but not limited to County's maintenance buildings or equipment storage areas. Contractor shall be held responsible for full replacement of damages or losses which are directly or indirectly due to the actions of its employees.
- C. Vandalism. Contractor shall immediately report all conditions and occurrences out of the norm to the Inspector, including vandalism or other damage to the landscaped areas or irrigation system, and shall also report vandalism, and/or other Park Facility damage.

6. CONTRACTOR EMPLOYEES

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

7. DAMAGE

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

ATTACHMENT A
SCOPE OF WORK

8. MATERIALS

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

9. TRASH

Contractor shall dispose of all trash and debris collected within the Park prior to the completion of each day's activities in County designated dumpsters (excludes materials or waste generated from mowing, trimmings and dethatching).

10. GENERAL ENVIRONMENTAL REQUIREMENTS

A. **Sound Control.**

1. The Contractor shall comply with all County and local City sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract, and shall make every effort to control any undue noise from the operation.
2. Each internal combustion engine used for any purpose on the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated in performance of the work without said muffler.
3. The noise level from the Contractor's operations between the hours of 7 a.m. and 5 p.m., Monday through Friday, shall be in accordance with the County ordinance covering "Noise Control".
4. The noise level from the Contractor's operation during the above specified times shall not exceed 86 DBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.
5. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, mowers, or tractors that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of lights warnings except those required by safety laws for the protection of personnel.

ATTACHMENT A
SCOPE OF WORK**B. Water Conservation**

1. Whenever possible the use of water shall be minimized, particularly during cleanup operations.
2. All irrigation supply systems shall be kept in good working condition and leaks shall be repaired promptly.
3. Nothing in this section shall relieve the Contractor from adequately maintaining any area in accordance with these specifications.
4. Contractor shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements as set forth in Paragraph 23 (Pollution Controls) of the Contract and Best Management practices in regards to water pollution.
5. **Contractor shall comply with any State, City, County or Water District drought imposed restrictions.**

C. Air Pollution.

In accordance with the provisions of Sections 11017 and 14381 of the Government Code, the Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes.

11. WORK ITEMS**A. STANDARD WORK (ITEMS 1 – 7)**

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

MONTH	ITEM	WORK	FREQUENCY
		Turf /Mow/Edge (1&2)	
January, February, March, November, December	1	Mow and mechanical edge	Every other week
April, May, June July, August, September, October	2	Mow and mechanical edge	Weekly
		Chemical Edge (3)	
January through December	3	Chemical edge every 60 days	Every other Month
		Landscape Maintenance (4)	
January through December	4	Rake all debris from under shrubs and trees	Weekly
		Trim non-blooming shrubs	Monthly

ATTACHMENT A
SCOPE OF WORK

		Facility Maintenance (5 & 6)	
January through December	5	Clean all hardscape areas Monday-Sunday	Daily
		Rake all playgrounds, volleyball courts and horseshoe pits (Monday-Sunday) by 10:00 am	Daily
		Clean all tennis courts Monday through Sunday by 8:00 am	Daily
		Empty all trash cans, debris and handpick all areas as indicated by 10:00 am Monday thru Sunday including Major and Minor Park Holidays.	Daily
		Replace/restock "doggie walk bags" or "mutt mitts" Monday-Sunday including Major and Minor Park Holidays. (as indicated)	Daily
		Clean concrete V-drains	Daily
		Inspect and adjust irrigation system	Daily
		Clean drinking fountains	Weekly
		Rototill sand or fibar playgrounds, volleyball and horseshoe pits, and rake level after rototilling first week of the month	Monthly
		Pressure wash all play equipment	Monthly
January, February, March, November, December	6	Clean barbeques and all debris within five (5) foot diameter of the base	Once Weekly
April, May, June, July, August, September, October		Clean barbeques and all debris within five (5) foot diameter of the base	Twice Weekly
		Annual Work (7)	
February/March	7	Aerate turf	Once per year

The following sections detail the specific requirements for the Standard Work Bid Items.

B. TURF MOW

- A. All turf grass areas shall be mowed starting at 7:00AM. Mowing must be completed per the weekly/biweekly schedule agreed upon.

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

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

ATTACHMENT A
SCOPE OF WORK

- B. Mowing shall occur on the same day each period. Mowing missed due to inclement weather shall be rescheduled and completed within two (2) days on the weekly schedule and four (4) days on the bi-weekly schedule.
- C. Cutting heights and methods shall be:
- | | | |
|--------------------|---------------------|-------------------|
| • Bluegrass/Fescue | June thru September | 3" reel or rotary |
| | October thru May | 2" reel or rotary |
| • St. Augustine | Year Round | 2-1/4" |
- D. All equipment shall be adjusted to the proper height and properly sharpened to produce a quality and uniform cut.
- E. Grass clippings are not to be collected. All glass, paper, leaves and other debris shall be removed and disposed of offsite prior to mowing.
- All walkways, roadways or other areas dirtied by mowing operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day's mowing operations.
 - All scheduled mowing shall begin at 7:00am
- F. Picnic tables, trash cans and all portable obstructions shall not be moved by mowers or any other equipment, only by hand.
- G. CONTRACTOR shall be responsible for all damage done to picnic tables, trash cans, sign post etc... from mowers. This damage shall be repaired within 7 working days to INSPECTOR's satisfaction.
- H. Contractor shall provide weed control by means of mechanical trimmers, mowers, walk-behind mowers etc., in the following area(s) as outlined in the Appendix 1 - maps. These areas shall be trimmed and mowed in accordance with scheduled weekly/bi-weekly turf mowing or as indicated by Inspector.
- I. Turf Aeration
- A. All turf areas shall be aerated once per year, between February 15 and March 15.
- B. Aeration shall be accomplished by removing 1" diameter by 2" deep cores at a maximum spacing of 6" by use of a mechanical aeration machine. Contractor shall aerate first in one direction (East to West) then repeat the operation in the opposing direction (North to South).
- C. Contractor shall flag all irrigation heads and valves to avoid damage.
- D. All cores shall be removed from the turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating at the discretion of the INSPECTOR.
- E. All walkways, roadways, trails, landscaped areas or other areas dirtied by aeration operations shall be cleaned and all debris disposed of offsite prior to the completion of this operation or the end of the day, whichever occurs first.

ATTACHMENT A
SCOPE OF WORK

C. TURF EDGE – MECHANICAL

1. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.
2. Mechanical methods shall be used except where physically not possible or practical.
3. Mechanically trim around and under all anchored or stationary picnic tables.
4. Chemicals shall be used as specified in the Contract.

D. TURF EDGE – CHEMICAL

1. Chemical application shall be used on areas such as planters, buildings, along asphalt trails/paths, around sports field equipment, fence lines etc. where mechanical edging is not physically possible or practical. **A person(s) possessing a valid California Qualified Applicators License/Certificate shall be on site and remain during all chemical application activities.**
2. A registered agricultural, ornamental turf dye (color red or blue) shall be used as necessary when applying chemicals for monitoring purposes.
3. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
4. Contractor shall use non-restricted chemicals only to perform chemical edging. Chemicals shall be recommended and approved by the Inspector prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the Inspector a minimum of fourteen (14) days prior to intended use. Notice of Intent form shall be provided by County. No work shall begin until Inspector's approval is obtained.
5. Chemicals shall only be applied in compliance with field directions and California Department of Pesticide Regulations and **under the supervision of person(s) possessing a valid California Qualified Applicators License/Certificate.** Records methods of applications, chemical formulations, applicator(s) name(s) and weather conditions, authorizations stating dates, times, methods of applications, chemical formulations, and applicators name and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Orange County Department of Agriculture regulations and the California State Department of Pesticide Regulations.
6. Prior to the application of chemicals a Notice of Pesticide Application will be posted warning the public of spraying per attached sample (see Appendix 8) and posted in prominent locations in areas to be treated or sprayed **minimum of 24 hours prior to spraying** per Orange County Department of Agriculture regulations and the California State Department of Pesticide Regulations.
7. Chemicals shall be applied to limit drift to six inches (6"). All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.
8. Chemical edging shall be restricted to a four inch (4") wide strip around buildings, planters, asphalt trails/paths, sign post, backflows, valve boxes etc., a twelve inch (12") wide strip around trees, sports field equipment and fence lines and a four inch (4") wide strip on both side of vehicle access roads.
9. Spraying of channels to eliminate unwanted vegetation in selected areas shall be determined by Inspector. When authorized, Aqua Master or comparable chemicals shall be used in these water way channel areas strictly following label directions to prevent harm to fish or other aquatic life.

ATTACHMENT A
SCOPE OF WORK

10. Chemical edging shall be performed a maximum of once every sixty 60 days.
11. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's operations or the end of the day, whichever occurs first.
12. Chemical application must be performed on consecutive working days and run concurrent from the scheduled start date.

E. CHEMICAL APPLICATION AND EQUIPMENT

1. Contractor shall comply with all Federal, State, and County regulatory requirements.
2. All landscape chemical applications (Items 3 – 5) shall be applied as follows:
3. A registered agricultural, ornamental turf dye (color blue or red) shall be used when applying chemicals for monitoring purposes.
4. All restricted/non-restricted chemicals to be used to control weeds shall be approved by the Inspector prior to use. A written recommendation of the proposed restricted chemicals to be used, prepared by a licensed California Pest Control Advisor accompanied by a Notice of Intent to apply restricted/non-restricted materials form prepared by a licensed Pest Control Operator shall be submitted to Inspector a minimum of fourteen (14) days prior to intended use. Written recommendation shall include the following information:
 - (a) Owner or operator of the property to be treated;
 - (b) Location of property to be treated;
 - (c) Commodity, crop or site to be treated;
 - (d) Total acreage or units to be treated;
 - (e) Identification of weed(s) or pest(s) to be controlled by recognized common name;
 - (f) Name of each herbicide or device recommended, or description of method recommended;
 - (g) Dosage rate per acre or other units, dilution rate, and volume per acre;
 - (h) Warning of the possibility of damages by the application from hazards that are known to exist; and
 - (i) Signature and address of the person making the recommendation, the date and the name of his employer if applicable.
5. Additionally, Contractor shall notify the Orange County Department of Agriculture a minimum of twenty-four (24) hours prior to intended use. No work shall begin until appropriate approval is obtained.
6. Prior to the application of chemicals a Notice of Pesticide Application will be posted warning the public of spraying per attached sample (see Appendix 8) and posted in prominent locations in areas to be treated or sprayed **minimum of 24 hours prior to spraying** per California State Department of Pesticide Regulations.

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7. Chemicals shall only be applied under the supervision of person(s) possessing a valid California Qualified Applicators license in the appropriate category. Application shall be in accordance with all governing regulations. Records of all written recommendations and operations stating dates, times, methods of application, approved Notice of Intent to apply restricted/non-restricted materials, applicators names and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. Inspector shall have access to those files as required. After this period they shall be retained in accordance with Orange County Department of Agriculture Regulations.
8. Contractor shall calibrate all chemical application equipment prior to each use to insure chemicals are applied at the rate specified in the written recommendations.
9. All rubber hoses shall be made of neoprene rubber or equivalent material; shall be free of cracks; shall not be weathered, worn or rotted; and shall be equipped with quick connectors or fittings which shall provide a water tight connection to prevent any leakage of chemicals from the point of connection to spray equipment.
10. All pressurized spray equipment, when in use, shall be kept in a state of good repair, safe to operate and shall be equipped with appropriate pressure regulators, pressure gauges and pressure relief valves. All spray nozzles shall be free of any foreign particles to allow proper control of rate, uniformity, thoroughness and safety of applications.
11. All chemical spraying operations shall be performed under acceptable climatic conditions to be determined by the Inspector and in such a manner to limit drift to six inches (6"). All precautionary measures necessary shall be employed to insure public safety since all areas will be open to public access during application.
12. All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants or animals from residues of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label. Cleaning of Contractor's equipment shall not be permitted on County property.
13. All damages resulting from Contractor's operations shall be repaired or replaced at Contractor's expense.
14. Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.

F. LANDSCAPE MAINTENANCE

1. All landscaped areas shall be inspected on a regular basis with each scheduled mowing. Weeds shall be removed manually in all planter bed areas, through cultivation dependent upon planting concentration and location. Weeds and grasses shall be removed from all planted areas when first visible. **"Weed-eater" or similar equipment shall NOT be utilized to remove weeds.**

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

2. All ground cover and shrubs shall be trimmed to restrict growth 12 inches from the edge of sidewalks, facility entrances or other access ways or curbing, facility buildings and hardscape areas.
3. All shrubbery shall be trimmed, shaped and thinned at the appropriate season or times of the year based on the species of shrub to produce healthy growth, symmetrical appearance, removal of dead, damaged or diseased branches. Maximum height of shrubbery shall be determined by inspector.
4. All cuts shall be made sufficiently close to the parent stem so that the healing can readily start under normal conditions. All branches 1" or greater shall be undercut to prevent splitting. All equipment utilized shall be clean, sharp and expressly designed for shrub and tree pruning to prevent the spread of disease and pests.

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5. All damaged or dead shrubs, ground cover and plant material due to improper pruning, fertilization or watering shall be replaced at contractor's expense.
6. All trimmings and debris shall be removed and **disposed of offsite** at the end of each day's work.
7. All walkways, roadways or other areas dirtied by landscape maintenance operations shall be cleaned and all debris removed and **disposed of offsite** prior to completion of each day's operation.

G. FACILITY MAINTENANCE

1. **General:**

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

2. **Hard Surface Areas:**

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

3. **Soft Surfaces/Wood Chips/Sand Tot Lots:**

These areas include tot lots, play areas, volleyball courts, horseshoe pits and vita courses.

- i. All playgrounds, structures, recreation and exercise equipment, volleyball courts, horseshoe pits and vita courses shall be cleaned daily by 10:00am.
- ii. All playground/structures/equipment/curbing, rubberized surfaces and vita course surfaces shall be cleaned of sand and debris daily Monday through Sunday by 10:00am.
- iii. All playground sand shall be raked level daily Monday through Sunday by 10:00am.
- iv. Once per month all play equipment shall be thoroughly cleaned with a pressure washer as indicated by inspector. **All damage from pressure washing shall be repaired at contractor expense and to the satisfaction of a certified playground inspector.**
- v. All graffiti or foreign objects found shall be reported to inspector daily.

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- vi. All decomposed granite (DG) walkways and trails shall be raked, leveled and maintained weed free weekly; Inspector shall determine which day of the week areas shall be raked.
- vii. All sand areas shall be rototilled during the first week of each month (once per month) to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed with the sand. After rototilling, all areas shall be raked level.
- viii. All sand tot lots shall be raked and fluffed up to eliminate any compaction but shall not mix base materials with the sand.
- ix. Any damage caused by contractor's operation to rubberized material shall be repaired or replaced at contractor's expense. Inspector shall approve all completed repairs.

4. **Picnic Shelters and Group areas:**

All picnic shelters and/or group areas shall be cleaned daily by 10:00am Monday thru Friday, and by 9:00am on Saturday and Sunday.

- i. Clean concrete by pack blower
- ii. Rake all debris around (25 foot) perimeter of shelter and/or group area
- iii. Clean picnic tables and counters; remove grease, soda stains, food etc.
- iv. Remove staples, nails, signs, streamers and all debris from post, beams, tables and railings etc.
- v. Clean, scrub and sanitize sinks with approved disinfectant cleaner. Unclog minor stoppages and adjust faucet water flow. Report any deficiencies or repairs to facility INSPECTOR.
- vi. Once day each week on Monday all concrete shall be cleaned with pressurized water and approved cleaner. Squeegee water off concrete pads and dry all picnic tables.
- vii. Clean bird droppings
- viii. Clean barbeques
- ix. Remove trash/empty cans
- x. Remove minor graffiti
- xi. Back fill all gopher/squirrel holes within shelters and group areas area
- xii. Rake DG surfaces

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5. Trash Removal/Handpick and Dog Walk Bag Dispensers:

- i. Monday through Friday all trash cans shall be emptied once per day and include litter removal (handpick) from all areas within the park boundaries (i.e. turf, landscape planters, hardscape, softscape, roadways, parking lots and all non-irrigated areas) by 10:00am (including all holidays).
- ii. Saturday and Sunday all trash cans shall be emptied twice per day and include litter removal (handpick) from all areas within the park boundaries (i.e. turf, landscape planters, hardscape, softscape, roadways, parking lots and all non-irrigated areas) by 10:00am first collection and by 5:00pm for the second collection (including all holidays).
- iii. Contractor shall provide durable 2.0 mil plastic liners for all trash cans at Contractor's expense. Trash shall be removed from receptacles when trash containers are ¼ full. Any trash can containing fish remains, dog feces or other waste that will produce offensive smell or attract insects will be emptied.
- iv. Trash service shall include the replacement and/or restocking of "doggie walk bags" or "mutt mitts" dispensers daily Monday through Sunday. Replacement bags shall be original manufactures stock. Each dispenser shall be stocked with a minimum of three packets of bags at all times; Contractor shall provide replacement bags at Contractor's expense

6. Drinking Fountains.

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

7. Barbeque Grills.

- i. All barbeque grills and/or coal bins shall be emptied of all ashes and coals and disposed of offsite once or twice per week on Monday and/or Thursday each week. November through March once per week. April through October twice per week.
- ii. Grills shall be cleaned of all residue and debris shall be removed 5 feet from the base of the barbeque.
- iii. All damaged barbeques shall be reported to inspector.

8. Other.

- i. All leaves, paper, debris shall be removed by hand picking from landscaped areas and creek beds and disposed of offsite.
- ii. All concrete "V" drains to include the portion under the sidewalk shall be kept free of vegetation, debris and algae to allow unrestricted water flow daily.

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- iii. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Inspector daily.

H. IRRIGATION SYSTEM

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

The Contractor shall be responsible for the complete management, operation and maintenance of all controllers and irrigation systems. The Contractor shall ensure that the systems are in good working and repairable condition at all times. The Contractor shall provide maintenance to keep all irrigation systems in proper working order including results of vandalism, pilferage, vehicular damage, utility repair, building repair, system fatigue, erosion, natural disasters, and damaged caused by animals (e.g., gophers, etc.) to all irrigation valves, electrical wires, controllers, irrigation sprinkler heads, irrigation lines, remote controllers, any and all parts of the irrigation system

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

- The repair work to the existing sprinkler system consists of locating and repairing or replacing defective and broken electric and manual valves, valve control boxes, metal irrigation valve pit covers, gate valve boxes, controllers, controller boxes, electrical wiring (between clock and valves), controller pedestals, sprinklers heads, risers, water lines, automatic and manual drains, backflow preventers, all types of fittings (tees, unions, nipples, clamps, etc.), pipes and underground sleeves used for water lines (regardless of how deep the systems are placed in the ground). Sprinkler heads and valve control boxes shall be flush with the ground and smooth. Services covered by the Contract are for maintenance of the existing system(s) only. New irrigation systems are outside the scope of this Contract but may be added. All used and /or replaced parts shall be turned in to the Inspector at the end of each day.
2. **Watering:**
- i. All turf grass shall be irrigated as required to maintain adequate growth and appearance.
 - ii. Irrigation shall be accomplished in accordance with the following time frames:
 - I. Automatic Irrigation 9:00 p.m. – 6:00 a.m.
 - II. Manual Irrigation 7:30 a.m. - 4:00 p.m.
 - iii. CONTRACTOR shall monitor the requirements of all plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall and shall make appropriate changes in duration of watering cycles and in accordance with any State, City, County or Water District drought imposed restrictions. Contractor is responsible for all watering schedules and shall record and submit schedule to Inspector on daily inspection forms. All changes shall be noted and reported to the INSPECTOR by the end of each work day.
 - iv. Special watering may be required during daytime hours after periods of extreme dryness, heat or during manual operation. Watering shall be accordance with the following criteria:
 - ii. Monitored to prevent overspray, minimal drift on to private property or prevent access to facilities.
 - iii. There shall be no interference with activities or special events.

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- iv. Irrigation personnel shall be present at each location until watering cycle(s) are complete. CONTRACTOR will be responsible for costs incurred by others due their negligence (i.e., parked vehicles etc).
- v. All damages resulting from under or over watering shall be repaired at CONTRACTOR's expense.

3. **Irrigation System Inspection.**

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

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

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

- During the period of March 1 to October 31, Contractor shall provide one, two or three certified irrigation specialists daily. (reference Appendix 8) Monday through Friday 7:30 a.m. – 4:00 p.m.
- During the period of November 1 to February 28, Contractor shall provide one or two certified irrigation specialist daily. (reference Appendix 8) Monday through Friday 7:30 a.m. – 4:00 p.m.

Irrigation specialist must be able to effectively communicate in English.

ATTACHMENT A
SCOPE OF WORK

Irrigation specialist shall remain on site for a minimum of eight (8) hours per day except when leaving to obtain irrigation parts.

Irrigation Specialist shall be required to carry a basic inventory of required irrigation parts to complete necessary repairs.

Irrigation Specialist shall make all necessary Standard Work minor repairs and adjustments to the irrigation system, and spot water to prevent any stressed turf or plant areas. Major repairs shall be made in accordance with the Major Irrigation Repair Work procedures. Special emphasis shall be placed on all turf and planter beds that require additional watering to eliminate any stress throughout the facility. The Inspector may determine special areas that require additional attention.

The Irrigation Specialist shall be thoroughly trained in the operation of irrigation controllers to appropriately program the controller clocks to achieve healthy growth while at the same time conserving water use in accordance with State and local water conservation mandates.

Irrigation Specialist shall have the ability to make all irrigation repairs as requested by the Inspector.

FAILURE TO SUPPLY A CERTIFIED IRRIGATION SPECIALIST AS SPECIFIED HEREIN SHALL RESULT IN A TWO HUNDRED AND FIFTY DOLLARS (\$250.00) DEDUCTION FOR FIRST FAILURE AND FIVE HUNDRED DOLLARS (\$500.00) DEDUCTION THEREAFTER PER DAY.

5. Adjustments, Damages and Repairs.

i. Adjustments, damages and repairs shall be divided into the following categories and actions:

- a) All irrigation heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads, lines, emitters, and screens and removal of obstructions. Adjustments shall be included in the Standard Work for maintenance of the irrigation system.
- b) All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the work day at the Contractor's expense. This shall include damage caused by water to public and county property.
- c) Damage and repairs for causes other than the Contractor's operations shall be divided as follows:

- i. Minor Repairs. Minor repairs shall include replacement of adjusting pins, washers, trip assemblies and other small parts. Drip irrigation system lines, filters, screens and emitters shall be flushed and cleaned. The Contractor will clear obstructions and correct malfunctions that do not require the replacement of any parts. The cost for minor repairs to the irrigation system shall be included in the Standard Work.
- ii. Major Repairs. Major repairs shall include all items other than small parts and will be paid in accordance with the provisions of Major Irrigation Work Repair (Bid Sheet - Attachment C). Inspector shall approve all extra work prior to the start of any major repairs.

iii. Contractor shall warranty all repairs for a minimum of 90 days after completion.

- ii. Repairs to the irrigation system shall be completed within twelve (12) hours after approval by the Inspector on major component damage such as broken irrigation lines, defective or broken valves and within forty-eight (48) hours after approval by the Inspector on repairs to sprinkler heads and other minor items.

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

6. Major Irrigation Repair Work

- i. Bid items/services are detailed on Exhibit A.
- ii. Prior to the start of any Major Irrigation Repair Work, the Contractor shall obtain written authorization from the Inspector. However, if the Inspector is unavailable, the Contractor shall make necessary repairs on sprinklers and line breaks 2" and smaller only, and submit documentation and damaged items to the Inspector. If the Contractor discovers a malfunction or obstruction that requires a replacement part, the Contractor is authorized to make the appropriate repairs in an amount not to exceed \$100.00 based on the Major Irrigation Repair Work. All repairs 2" and above require Inspector approval.
- iii. The Contractor shall then complete repairs within the timeframes as specified in the section entitled Irrigation System above, e.g., within twelve (12) hours after approval on major components, and within forty-eight (48) hours after approval on sprinkler heads and minor items.
- iv. No approval or compensation will be granted for any damage caused by Contractor's operations.
- v. **NO EXTRA WORK SHALL COMMENCE WITHOUT THE WRITTEN AUTHORIZATION OF THE INSPECTOR.**

I. EXTRA WORK

Extra work may be required by the County to remedy vandalism, accident, Acts of God, theft, or civil disturbances within the areas covered by the Contract. Extra work may also be required to perform regular items of work where special conditions dictate that a frequency greater than that specified is necessary.

Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools, equipment and time to complete (See Attachment C - Forms).

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

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

ATTACHMENT A
SCOPE OF WORK

1. Dethatch Turf

- A. Contractor may be required to dethatch all turf areas once every three years between November 1 and January 1.
- B. Inspector shall notify Contractor to begin dethatch operation two (2) weeks prior to commencing work.
- C. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine. The degree of thatch removal shall be determined by the Inspector immediately prior to commencement of work.
- D. All thatch and debris shall be picked up and disposed of offsite within twenty-four (24) hours of dethatching.
- E. All walkways, roadways, landscape areas or other areas dirtied by dethatching operations shall be cleaned and all debris disposed of prior to completion of this operation or the end of the day, whichever occurs first.

2. Additional Mow

- A. On occasion, special circumstances may exist which dictate that the frequency of mowing required in certain areas is greater than that specified in these documents. On these occasions the inspector may require the Contractor to perform an additional mow.
- B. Contractor shall be notified in writing by the Inspector seven (7) days prior to the required date the Additional Mow is to be performed.
- C. Upon receipt of written notification the Contractor shall indicate the additional mow on the next weekly schedule to be submitted.

3. Weed Control (pre-emergent)

- A. A pre-emergent crabgrass control compound may be required to be applied to all turf areas (between January 15 and February 15).

4. Weed Control (broadleaf pre-emergent)

- A. A broadleaf pre-emergent weed control compound may be required to be applied to all turf areas (between November 1 and November 30)

5. Weed Control (broad spectrum fungicide control)

- A. A broad spectrum fungicide (such as Actizone RZ) may be required to be applied at the manufacturers recommended coverage rate (twice a year in December and June).

6. Landscape Maintenance Services (Extra Work)

- A. Extra work may be required by the County in order to add new, to modify existing, or to refurbish existing turf, landscaped areas and/or irrigation.
- B. Extra Work shall be paid based upon a specific proposal that incorporates the labor rates provided.

END OF SCOPE

County of Orange, OCCR/OC Parks &
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ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING

I. STANDARD WORK – IRVINE REGIONAL PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$3,945.61
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$6,576.01
3	Chemical Edge	Once every sixty (60) days	\$253.48
4	Landscape Maintenance	As Described in Scope of Work	\$3513.25
5	Facility Maintenance Item #5	As Described in Scope of Work	\$1390.08
6	Facility Maintenance Item #6	As Described in Scope of Work	\$154.46
7	Aerate Turf	Once a year	\$ 3,166.00
8	(QTY-3) Irrigation Technician(s) March through October (per month)	Monday – Friday	\$18,715.50
9	(QTY-2) Irrigation Technician(s) November through February (per month)	Monday – Friday	\$12,120.52

II. EXTRA WORK - IRVINE REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$6,416.00
Additional Mow	\$1,900.00

ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING**I. STANDARD WORK - YORBA REGIONAL PARK**

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$3,257.73
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$5,429.55
3	Chemical Edge	Once every sixty (60) days	\$339.53
4	Landscape Maintenance	As Described in Scope of Work	\$6265.41
5	Facility Maintenance Item #5	As Described in Scope of Work	\$5,432.41
6	Facility Maintenance Item #6	As Described in Scope of Work	\$603.60
7	Aerate Turf	Once a year	\$ 3,095.00
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday – Friday	\$6,626.85
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday – Friday	\$6,626.85

II. EXTRA WORK - YORBA REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$6,272.00
Additional Mow	\$1,600.00

Changes noted below were set in place via Amendment 1

County of Orange, OCCR/OC Parks &
BrightView Landscape Services Inc

MA-012-17010285
File: C009700

ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING

I. STANDARD WORK - MASON REGIONAL PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$2,631.90
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$4,386.50
3	Chemical Edge	Once every sixty (60) days	\$162.00
4	Landscape Maintenance	As Described in Scope of Work	\$2,663.65
5	Facility Maintenance Item #5	As Described in Scope of Work	\$4,282.68
6	Facility Maintenance Item #6	As Described in Scope of Work	\$475.85
7	Aerate Turf	Once a year	\$2,112.00
8	(QTY- 4 2) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$6,060.26 \$13,525.70
9	(QTY- 2 1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$13,525.70 \$6,060.26

II. EXTRA WORK - MASON REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$4,280.00
Additional Mow	\$1,250.00

County of Orange, OCCR/OC Parks &
BrightView Landscape Services Inc

MA-012-17010285
File: C009700

ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING

I. STANDARD WORK – LAGUNA NIGUEL REGIONAL PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$2,367.73
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$3,946.22
3	Chemical Edge	Once every sixty (60) days	\$161.54
4	Landscape Maintenance	As Described in Scope of Work	\$2,813.30
5	Facility Maintenance Item #5	As Described in Scope of Work	\$4,205.73
6	Facility Maintenance Item #6	As Described in Scope of Work	\$467.30
7	Aerate Turf	Once a year	\$1,821.00
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday – Friday	\$6,060.26
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday – Friday	\$6,060.26

II. EXTRA WORK – LAGUNA NIGUEL REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$3,691.00
Additional Mow	\$1,100.00

County of Orange, OCCR/OC Parks &
BrightView Landscape Services Inc

MA-012-17010285
File: C009700

ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING

I. STANDARD WORK – MILE SQUARE REGIONAL PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$5,860.83
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$9,768.05
3	Chemical Edge	Once every sixty (60) days	\$427.73
4	Landscape Maintenance	As Described in Scope of Work	\$5,155.23
5	Facility Maintenance Item #5	As Described in Scope of Work	\$6,950.66
6	Facility Maintenance Item #6	As Described in Scope of Work	\$772.30
7	Aerate Turf	Once a year	\$4,702.00
8	(QTY- 2) Irrigation Technician(s) March through October (per month)	Monday – Friday	\$12,477.00
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday – Friday	\$6,060.26

II. EXTRA WORK – MILE SQUARE REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$9,531.00
Additional Mow	\$2,800.00

County of Orange, OCCR/OC Parks &
BrightView Landscape Services Inc

MA-012-17010285
File: C009700

ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING

I. STANDARD WORK – HASTER BASIN RECREATION PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$105.91
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$176.52
3	Chemical Edge	Once every sixty (60) days	\$68.21
4	Landscape Maintenance	As Described in Scope of Work	\$692.65
5	Facility Maintenance Item #5	As Described in Scope of Work	\$149.65
6	Facility Maintenance Item #6	As Described in Scope of Work	\$16.63
7	Aerate Turf	Once a year	\$89.00
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday – Friday	\$543.64
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday Only	\$466.02

II. EXTRA WORK – HASTER BASIN RECREATION PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$180.00
Additional Mow	\$360.00

ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING**MISCELLANEOUS WORK: TIME AND MATERIALS – ALL LOCATIONS**

An authorized OC Parks' staff shall contact Contractor(s) to request a quote for miscellaneous services and materials. Contractor shall provide a written or email quote for the specific job based on the rates below, and cost/plus 15% on any materials. Back up documentation must be provided for any materials(s) over \$100 (one-hundred dollars).

The authorized OC Parks staff member shall review the quote and if approved, sign and email or fax the Contractor the signed quote. The Contractor must provide a copy of the signed quote when submitting invoice for payment.

LANDSCAPE MAINTENANCE	HOURLY RATE
One Person Crew	\$37.50
Two Person Crew	\$67.50
Supervisor	\$90.00

IRRIGATION/RENOVATION WORK	HOURLY RATE
One Person Crew	\$55.00
Two Person Crew	\$95.00
Supervisor	\$90.00

WEED CONTROL	COST PER ACRE
Pre-emergent Crabgrass control	\$500.00
Broadleaf Pre-emergent control	\$395.00
Broad Spectrum Fungicide control	\$600.00

ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING

- I. Compensation:** This is a fixed fee price Contract not to exceed **\$ 1,900,000.00** annually between the County and Contractor for services as provided in Attachment A – Scope of Work and at per the Contractor's pricing on Attachment – B.

The 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, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by 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 Paragraphs "C" and "R" of County Contract Terms and Conditions.

- II. Payment Terms:** Payment will be paid in arrears. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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

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

- III. Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from (1), above
3. Name of County Agency/Department
4. Contract number: **MA-012-17010285** (must list on ALL invoices)
5. Service Date(s)
6. Total Cost
7. Federal Taxpayer I.D. number
8. Copy of signed quote authorizing service

Invoices and support documentation are to be forwarded to:

OC Community Resources
Attn: Accounts Payable
1770 N. Broadway
Santa Ana, CA 92705-4407

The responsibility for providing all acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. OC Parks Contract Administrator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B**ATTACHMENT B****PAYMENT, COMPENSATION, & INVOICING****I. STANDARD WORK – IRVINE REGIONAL PARK**

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$4,340.17
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$7,233.61
3	Chemical Edge	Once every sixty (60) days	\$278.83
4	Landscape Maintenance	As Described in Scope of Work	\$3,864.58
5	Facility Maintenance Item #5	As Described in Scope of Work	\$1,529.09
6	Facility Maintenance Item #6	As Described in Scope of Work	\$169.91
7	Aerate Turf	Once a year	\$3,482.60
8	(QTY-3) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$20,587.05
9	(QTY-2) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$13,332.57

II. EXTRA WORK – IRVINE REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$7,057.60
Additional Mow	\$2,090.00

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B**ATTACHMENT B****PAYMENT, COMPENSATION, & INVOICING****III. STANDARD WORK – YORBA REGIONAL PARK**

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$3,583.50
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$5,972.51
3	Chemical Edge	Once every sixty (60) days	\$373.48
4	Landscape Maintenance	As Described in Scope of Work	\$6,891.95
5	Facility Maintenance Item #5	As Described in Scope of Work	\$5,975.65
6	Facility Maintenance Item #6	As Described in Scope of Work	\$663.96
7	Aerate Turf	Once a year	\$3,404.50
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$7,289.54
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$7,289.54

IV. EXTRA WORK – YORBA REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$6,899.20
Additional Mow	\$1,760.00

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B**ATTACHMENT B****PAYMENT, COMPENSATION, & INVOICING****V. STANDARD WORK – MASON REGIONAL PARK**

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$2,895.09
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$4,825.15
3	Chemical Edge	Once every sixty (60) days	\$178.20
4	Landscape Maintenance	As Described in Scope of Work	\$2,930.02
5	Facility Maintenance Item #5	As Described in Scope of Work	\$4,710.95
6	Facility Maintenance Item #6	As Described in Scope of Work	\$523.44
7	Aerate Turf	Once a year	\$2,323.20
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$6,666.29
9	(QTY-2) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$14,878.27

VI. EXTRA WORK – MASON REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$4,708.00
Additional Mow	\$1,375.00

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B**ATTACHMENT B****PAYMENT, COMPENSATION, & INVOICING****VII. STANDARD WORK – LAGUNA NIGUEL REGIONAL PARK**

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$2,604.50
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$4,340.84
3	Chemical Edge	Once every sixty (60) days	\$177.69
4	Landscape Maintenance	As Described in Scope of Work	\$3,094.63
5	Facility Maintenance Item #5	As Described in Scope of Work	\$4,626.30
6	Facility Maintenance Item #6	As Described in Scope of Work	\$514.03
7	Aerate Turf	Once a year	\$2,003.10
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$6,666.29
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$6,666.29

VIII. EXTRA WORK – LAGUNA NIGUEL REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$4,060.10
Additional Mow	\$1,210.00

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B**ATTACHMENT B****PAYMENT, COMPENSATION, & INVOICING****IX. STANDARD WORK – MILE SQUARE REGIONAL PARK**

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$6,446.91
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$10,744.86
3	Chemical Edge	Once every sixty (60) days	\$470.50
4	Landscape Maintenance	As Described in Scope of Work	\$5,670.75
5	Facility Maintenance Item #5	As Described in Scope of Work	\$7,645.73
6	Facility Maintenance Item #6	As Described in Scope of Work	\$849.53
7	Aerate Turf	Once a year	\$5,172.20
8	(QTY-2) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$13,724.70
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$6,666.29

X. EXTRA WORK – MILE SQUARE REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$10,484.10
Additional Mow	\$3,080.00

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B**ATTACHMENT B****PAYMENT, COMPENSATION, & INVOICING****XI. STANDARD WORK – HASTER BASIN RECREATION PARK**

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$116.50
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$194.17
3	Chemical Edge	Once every sixty (60) days	\$75.03
4	Landscape Maintenance	As Described in Scope of Work	\$761.92
5	Facility Maintenance Item #5	As Described in Scope of Work	\$164.62
6	Facility Maintenance Item #6	As Described in Scope of Work	\$18.29
7	Aerate Turf	Once a year	\$97.90
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$598.00
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$512.62

XII. EXTRA WORK – HASTER BASIN RECREATION PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$198.00
Additional Mow	\$396.00

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B**ATTACHMENT B****PAYMENT, COMPENSATION, & INVOICING****MISCELLANEOUS WORK: TIME AND MATERIALS – ALL LOCATIONS**

An authorized OC Parks' staff shall contact Contractor to request a quote for miscellaneous services and materials. Contractor shall provide a written or email quote for the specific job based on the rates below, and cost/plus 15% on any materials. Back up documentation must be provided for any material(s) over \$100.00 (one-hundred dollars).

The authorized OC Parks staff member shall review the quote and if approved, sign, email, or fax Contractor the signed quote. Contractor must provide a copy of the signed quote when submitting invoice for payment.

LANDSCAPE MAINTENANCE	HOURLY RATE
One Person Crew	\$41.25
Two Person Crew	\$74.25
Supervisor	\$99.00

IRRIGATION/RENOVATION WORK	HOURLY RATE
One Person Crew	\$60.50
Two Person Crew	\$104.50
Supervisor	\$99.00

WEED CONTROL	COST PER ACRE
Pre-Emergent Crabgrass Control	\$550.00
Broadleaf Pre-Emergent Control	\$434.50
Broad Spectrum Fungicide Control	\$660.00

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B

ATTACHMENT B

PAYMENT, COMPENSATION, & INVOICING

1. **Compensation:** This is a firm-fixed fee Contract not to exceed **\$2,090,000.00** annually between County and Contractor for services as provided in Attachment A – Scope of Work and per Contractor’s pricing in Attachment B – Payment, Compensation, & Invoicing.

Contractor agrees to accept the specified compensation as set forth in Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & R of County Contract Terms and Conditions.**

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

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or 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 Contract and shall not be construed as acceptance of any part of the goods or services.

3. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor’s name and address
 - b. Contractor’s remittance address, if different from 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract MA-012-17010285
 - g. Copy of signed quote authorizing service
 - h. Agency/Department’s Account Number
 - i. Date of invoice
 - j. Product/service description, quantity, and prices
 - k. Sales tax, if applicable
 - l. Freight/delivery charges, if applicable
 - m. Total

THIS ATTACHMENT REPLACES THE EXISTING ATTACHMENT B

ATTACHMENT B

PAYMENT, COMPENSATION, & INVOICING

Invoice and support documentation are to be forwarded to:

OC Community Resources
Attn: Accounts Payable
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

The responsibility for providing all acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. OC Parks Contract Administrator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

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

