

EXHIBIT C



**Contract Between  
The County of Orange  
And  
So Cal Land Maintenance, Inc.  
For  
Landscape Maintenance Services for  
Tri-City Regional Park**

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, OC Community Resources, OC Parks, a political subdivision of the State of California, hereinafter referred to as (“County”), with a place of business at 13042 Old Myford Road, Irvine, CA 92602-2304 and So Cal Land Maintenance, Inc., with a place of business at 3000 E Coronado St, Anaheim, CA 92806-2602 hereinafter referred to as (“Contractor”), with County and Contractor sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

**ATTACHMENTS**

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

Attachment A – Scope of Work  
Attachment B – Payment / Compensation  
Attachment C – Pricing Tri-City Regional Park

**RECITALS**

WHEREAS, Contractor responded to an Invitation for Bids (IFB),” for Landscape Maintenance Services; and

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

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### ARTICLES

#### **Contract Specific Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure and receive goods/services from Contractor as further detailed in the Scope of Work and Deliverables, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall commence upon approval by the Board or upon execution of all necessary signatures, and continue for one (1) calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed for four (4) additional one-year periods, by mutual written agreement of both Parties. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **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.
5. **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 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.

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

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

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

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

7. **Authorized Agency/Department Personnel:** Each County Agency/Department will appoint authorized staff who may request Services in accordance with the pricing, terms, and conditions of this contract. These staff will be identified in the subordinate contracts created by each user

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agency/department, and Contractor shall execute each subordinate contract separately. Authorized Agency Personnel will assign Contract Coordinators, defined in Attachment A, who will oversee the Services. Contractor shall not provide services to unauthorized requestors.

8. **Authorization Warranty:** The Contractor represents and warrants that the person executing this contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
9. **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:
  - i. Terminate the Contract immediately, pursuant to Section K herein;
  - ii. 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;
  - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
10. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. 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.
12. **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.
13. **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.
14. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision.

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Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

15. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
16. **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.

17. **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.
18. **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.
19. **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.
20. **Contractor Personnel-Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

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

21. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.
22. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract.
23. **Contractor's License Requirements:** Contracts that include requirements for installation or state "furnish and install" require that the contractors possess a valid California State Contractor's License at the time of contract award. If sub-contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking

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facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if total cost, including labor and materials, of the project is \$300.00 or more. Failure to be licensed or to keep the license current and in good standing during the term of the contract with the County shall be grounds for Contract revocation.

24. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
25. **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 Contractor's Project Manager from providing services to the County under this Contract.

26. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
27. **Correspondence to Deputy Purchasing Agent - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange  
Attn: Assigned DPA – Frank Prado  
OC Community Resources/ OC Parks  
13042 Old Myford Rd  
Irvine, CA 92602-2304  
Phone: 949-585-6420  
Frank.Prado@occr.ocgov.com

28. **Cost/Price Data:** At all times during and following the period of Contract performance, the County may require Contractor to furnish such cost and pricing data as the County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.
29. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of

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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.

30. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

31. **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:
  - 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.

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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.

32. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

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

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.

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Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Payroll Taxes/FAQ - California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm).

34. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
35. **Equal Employment Opportunity:** The contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

36. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned buyer in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
37. **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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38. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
39. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
40. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the contractor's contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:
- County of Orange  
CEO/Risk Management  
Attn: Safety and Loss Prevention Program  
PO Box 327  
Santa Ana, CA 92702-0327
41. **Nondiscrimination – Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
42. **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:

So Cal Land Maintenance, Inc.  
Attn: Steve Guise  
3000 E Coronado St  
Anaheim, CA 92806-2602  
714-231-1454  
[sguise@socallm.com](mailto:sguise@socallm.com)

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For County:

County of Orange  
Attn: Assigned DPA – Frank Prado  
OC Community Resources/ OC Parks  
13042 Old Myford Rd  
Irvine, CA 92602-2304  
Phone: 949-585-6420  
Frank.Prado@occr.ocgov.com

43. **Pollution Controls:** The County of Orange is subject to two Municipal National Pollutant Discharge Elimination System (NPDES) Permits which authorize the discharge of stormwater from its municipal separate storm sewer system (MS4). The requirements differ depending on the geographic location of the project. The two governing permits are the Santa Ana Regional Water Quality Control Board Order number R8-2009-0030 NPDES No. CAS618030 and the San Diego Regional Water Quality Control Board Order number 2009-0002, NPDES No. CAS0108740. Copies of the RWQCB Permits are available for review.

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

Per the subject permits the County is required to prepare and update a Stormwater Program Local Implementation Plan (LIP) which details how compliance with requirements of the MS4 Permits will be maintained. Model maintenance procedures relevant to the County's municipal facilities and field programs were prepared and are included in the County of Orange LIP Exhibit A-5.III. The Model Maintenance Procedures apply to any party conducting municipal activities and must contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

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

<http://prg.ocpublicworks.com/Rainfall/MunicipalActivities.aspx>

Contractor must comply with the California Department of Pesticide Regulation New Restrictions to Protect Water Quality in Urban Areas posted at:

[http://www.cdpr.ca.gov/docs/legbills/rulepkgs/11-004/text\\_final.pdf](http://www.cdpr.ca.gov/docs/legbills/rulepkgs/11-004/text_final.pdf).

44. **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.
45. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the contractor's profit will not be allowed.

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46. **Prevailing Wage (Labor Code 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the County of Orange Board of Supervisors has obtained the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
47. **Stop Work:** The County may, at any time, by written stop work order to the contractor, require the Contractor to stop all or any part of the work called for by this contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the contractor or within any extension of that period to which the parties shall have agreed, the County shall either:
1. Cancel the stop work order; or
  2. Terminate work covered by the stop work order as provided for in the termination for default or the termination for convenience clause of this contract.

48. **Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or sub-Contract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to sub-Contract, this Contract shall prevail and the terms of the sub-Contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

49. **Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.

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

50. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity of services requested.

## EXHIBIT C

51. **Usage Reports:** The Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.
52. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
53. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

### 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, 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.
- 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 "HH" below, and as more fully described in paragraph "HH", 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,

## EXHIBIT C

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 "HH" 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 thirty (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, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- 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, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and

## EXHIBIT C

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 Provision:**

Prior to the provision 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.

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
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.

## EXHIBIT C

### 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 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of 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.

## EXHIBIT C

- 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 "HH" below, 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 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. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- 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.



## EXHIBIT C

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

CONTRACT SIGNATURE PAGE

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

SO CAL LAND MAINTENANCE, INC. \*

<i>Stephen Guise</i>	<i>President</i>
Print Name	Title

<i>[Signature]</i>	<i>9/4/13</i>
Signature	Date

<i>Dennis Aldridge</i>	<i>Secretary</i>
Print Name	Title

<i>[Signature]</i>	<i>9/4/13</i>
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: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporation 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**

Print Name	Title
Signature	Date

APPROVED AS TO FORM:

<i>Michael A. Hurd</i>
Deputy County Counsel
<i>9-5-13</i>
Date

## EXHIBIT C

### ATTACHMENT A SCOPE OF WORK/PARK SPECIFICATIONS

#### S-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 of the normal work week, Monday through Friday.

“**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 “**Regional Trail/Bikeway Facilities**” means all developed and undeveloped areas of the listed Regional Trail/Bikeways.

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

“**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.

## EXHIBIT C

### S-2 GENERAL REQUIREMENTS

- A. The Contractor shall provide all landscape maintenance service required specified in the Contract. The work shall include all mowing, edging, servicing and repairing of irrigation systems, weeding, planting, and replanting “under the direction of the Inspector”, 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. All Contractor equipment shall be kept in good repair and conform to all state and local laws.
- G. The Contractor shall maintain an office within fifty (50) miles radius of Tri-City Regional Park at 2301 Kraemer Blvd., Placentia, CA 92870 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.

### S-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 or landscape vegetation, herbicide application and weed control.
- 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.

## EXHIBIT C

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:
  1. 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.
  2. 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.
  3. 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.
  4. 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.

## EXHIBIT C

- 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
1 hr. per wk.	2.0 hr. per wk.	3.0 hr. per wk.
5. In addition to the Payment Deduction Schedule, the sum of Two Hundred Fifty Dollars (\$250.00) for the first day of deficiency and Five Hundred Dollars (\$500.00) per day for each day completion is delayed thereafter shall be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the approved schedule except for mowing/mechanical edging which shall be Two Hundred Fifty Dollars (\$250.00) per instance.
6. These actions shall not be construed a penalty but as adjustment of payment to the Contractor for only the work actually performed, or as the cost to the County for inspection and other related costs from the failure of the Contractor to complete the work according to schedule.

7. Payment Deduction Schedule:

I. TURF - MOW/EDGE	WORK ITEM	CATEGORIES*
MOW	100%	1
MECHANICAL EDGE	100%	1
CHEMICAL EDGE	100%	2
 II. TURF - MAINTENANCE		
WATERING	50%	1
WEED CONTROL-CHEMICAL	50%	1
WEED CONTROL-CHEMICAL (OPTIONAL)	100%	1
AERATE	100%	1
DETHATCH	100%	1
 III. LANDSCAPE MAINT.		
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		
DAILY CHECK	40%	1
OPERATIONAL	50%	1
ADJUSTMENT	10%	1
 V. FACILITY MAINT.		
GENERAL AREAS	40%	1
SAND COURTS	20%	1
HARD SURFACES	20%	1
GENERAL OPERATIONS	40%	1

## EXHIBIT C

### **\*Make up categories:**

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

- D. Licenses and Permits. The Contractor shall be licensed in accordance with the requirements of State of California Business & Professions Code Division 3, Chapter 9. Contractors, Article 4. Classifications, C27 – Landscaping Contractor. Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.
- E. Safety. The Contractor shall take all necessary safety precautions for the protection of its employees, County employees and the public using the Park or the Park Facilities including but not limited to, use of signs, barricades, and traffic devices such as flashers and cones.
- F. Inspections. The County's designated Inspector shall be in charge of inspections for this Contract. In the event corrective actions are necessary, the Inspector will provide the Contractor with copies of the inspection reports showing corrective actions required. The Contractor shall promptly respond to either written or oral requests by the Inspector for the corrective actions required to meet the Contract Specifications and Scope of Work.

### **S-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.

## EXHIBIT C

### 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.

### S-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.

### S-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. Wireless Communication Devices. Wireless Communication Devices 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.



## EXHIBIT C

### S-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.

### S-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. 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.

### S-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).

### S-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.

## EXHIBIT C

### 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 43 (Pollution Controls) of the Contract and Best Management practices in regards to water pollution.

### C. Air Pollution.

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

EXHIBIT C

WORK ITEMS

**I. STANDARD WORK ITEMS**

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

**PERFORMANCE SCHEDULE**

<b>Month</b>	<b>Work</b>	<b>Frequency</b>
January, February, March, November, December	Mow and mechanical edge	Every other week
April, May, June, July, August, September, October	Mow and mechanical edge	Weekly
January through December	Trim non-blooming shrubs Clean all hardscape areas Rototill sand or fibar playgrounds, volleyball and horseshoe pits, and rake level Rake all playgrounds Rake all debris from under shrubs and trees Clean drinking fountains *Empty all trash cans/doggy trash cans and collect trash within surrounding fifteen foot diameter area (by 10:00 am.) daily including holidays. Inspect, repair and adjust irrigation system.	Monthly Daily  Monthly Weekly Weekly Weekly Daily  Daily, Mon-Fri
January, February, March, November, December	Clean BBQ's and all debris within six (6) foot diameter of the base	Weekly
April, May, June, July, August, September, October	Clean BBQ's and all debris within six (6) foot diameter of the base	Twice a week
February/March	Aerate turf	Once per year

The following sections below detail the specific requirements for the Standard Work Items for Tri-City Regional Park.

## EXHIBIT C

### 1. TURF MOW

A. All turf grass areas shall be mowed according to agreed schedule:

- Once every week between April 1<sup>st</sup> and November 1<sup>st</sup>
- Once every other week between November 1<sup>st</sup> and April 1<sup>st</sup>

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.

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"            |
| • Bermuda          | Year round          | 3/4"              |

(All equipment shall be adjusted to the proper height and properly sharpened.)

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 prior to completion of each day's mowing operations.

### 2. TURF EDGE – MECHANICAL

A. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.

B. Mechanical methods shall be used except where physically not possible or practical.

C. Mechanically trim around and under all anchored or stationary picnic tables. Other areas will be trimmed by hand. Chemicals shall be used as specified in the Contract.

### 3. TURF EDGE – CHEMICAL

A. 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 not possible or practical.

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

C. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.

D. 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.

E. Chemicals shall only be applied in compliance with field directions and California Department of Pesticide Regulations and under the supervision of persons possessing a valid California Qualified Applicators License/Certificate. Records methods of applications, chemical formulations, applicators name 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.

F. 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 a minimum of 24 hrs.

## EXHIBIT C

prior to spraying per inspector.

- G. 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.
- H. Chemical edging shall be restricted to a four inch (4") wide strip around buildings, planters, asphalt trails/paths, sprinkler heads, and other projections, 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.
- I. 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.
- J. Chemical edging shall be performed a maximum of once every sixty (60) days.
- K. 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.
- L. 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/or mowed in accordance with scheduled weekly/bi-weekly turf mowing or as indicated by Inspector.

#### 4. LANDSCAPE MAINTENANCE

- A. Weeds shall be removed manually in planter bed areas and islands, through cultivation dependent upon planting concentration and location. Weeds shall also be removed from walkways, roadways and other surfaces between chemical edgings. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time they are first visible. **"Weed-eater" or similar equipment shall NOT be utilized to remove weeds.**

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

- B. All ground cover and shrubs shall be trimmed to restrict growth from sidewalks, facility entrances or other access ways or curbing.
- C. 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.

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.

- D. All trimmings, trash and debris shall be removed and disposed of **offsite** at the end of each day's work.
- E. 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.

## EXHIBIT C

### 5. FACILITY MAINTENANCE

1. Contractor shall provide Facility Maintenance Personnel in accordance to Attachments C1, and C2, per individual park number of workers, and estimated hours. Schedule may change.
2. Operational hours per park are provided in Attachment A, Park Specifications. Schedule may change.

#### A. General.

1. All animal feces or other materials detrimental to human health shall be removed from the areas daily.
2. All broken glass and sharp objects shall be removed daily.
3. All areas shall be inspected as necessary and maintained in a neat, clean and safe condition at all time.
4. Contractor shall clean, sweep or use blower depending on specifications of sidewalks, gazebos, parking lots, entrances, gutters, sports areas and v-ditches on each regular service.
5. Contractor shall remove all loose trash, liter, 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.

#### B. Hard Surface Areas.

1. These areas include tennis courts, handball courts, basketball courts, bikeways, asphalt, concrete, walkways, rubberized material on all playgrounds, etc.
2. All areas shall be swept daily to remove all deposits of silt, sand, trash, debris and glass.
3. On Thursday of each week, all areas shall be thoroughly cleaned by sweeping or use of a blower.
4. Contractor shall hose down sidewalks, patios and other concrete surfaces upon the request of the Inspector, not to exceed twelve (12) times per year and in accordance with any drought imposed restrictions.

#### C. Soft Surfaces/Wood Chip/Sand Tot Lots

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

1. All areas shall be maintained free of wood/sapling.
2. 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.
3. All wood snips/sand tot lots shall be raked and fluffed up to eliminate any compaction of the wood chips but shall not mix base materials with the wood chips.
4. One day each week all sand areas shall be raked level. Inspector shall determine which day of the week areas shall be raked.
5. All playground/structures/equipment shall be cleaned daily.

#### D. Drinking Fountains.

1. One day each week all drinking fountains shall be cleaned with a nontoxic cleaner.
2. Minor repairs shall include unclogging drains and adjustment of water flow.

## EXHIBIT C

### E. Barbeque Grills.

1. All barbeque grills shall be emptied of all ashes and dumped twice per week, on Mondays and Fridays. Schedule may change. (see "Performance Schedule" for job frequency).
2. Grills shall be cleaned of all residues.

### F. Other.

1. All leaves, paper, debris shall be removed by hand picking from landscaped areas and creek beds and disposed of in County designated dumpster as space permits.
2. 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.
3. 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.

## 6. IRRIGATION SYSTEM

- A. 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 employ a State of California certified plumber for all work involving backflow devices. 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, 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.

- B. Watering Times. All turf grass shall be irrigated between the hours of 9:00 p.m. and 6:00 a.m. as required to maintain adequate growth and appearance. Special watering may be required during daytime hours after periods of extreme dryness but shall be monitored to prevent overspray or prevent access to facilities. Any changes to the water schedule will not be implemented without prior approval of Inspector. Contractor is responsible for all watering schedules and shall submit schedule to Inspector.

### C. Irrigation System Inspection.

1. 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

## EXHIBIT C

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).
2. 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.

Contractor shall monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend and implement changes in the duration of the water cycle.

Costs for excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized changes in irrigation frequency may be deducted from payments to the Contractor based upon comparisons with historical expenditures.

3. 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.
4. Daily Reports. Contractor shall submit daily reports ("Daily Irrigation Inspection Form") to Inspector itemizing work completed and parts replaced. (see Appendix 6 for reference)

### D. Certified Irrigation Specialists (on as-needed basis)

1. Contractor shall provide at least one (1) Certified Irrigation Specialist (CIS) as defined below on as-needed basis.
2. Certified Irrigation Specialist (CIS) - A person that is currently certified through any of the following:
  - a. California Landscaper Contractors Association (CLCA),
  - b. Irrigation Association (IA),
  - c. Rain Bird Academy, OR
  - d. Any other industry recognized irrigation certification training for CIS which shall be approved by the County.
3. Contractor shall be required to have only one CIS for multiple parks in this Contract.
4. The CIS shall supervise and oversee all work completed by Irrigation Technician(s).
5. Contractor shall provide all appropriate and current documentation or certification of in-house CIS assigned to this Contract or Sub-contracted CIS before the service will be rendered (on as-needed basis).
6. Contractor may Sub-contract the CIS.
7. Contractor is to provide quarterly updates of CIS certification to County DPA.



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- Contractor is responsible to provide Alternate CIS with the same or less hourly rate in the absence of assigned CIS in this Contract. Contractor shall provide the County all appropriate and current documentation or certification of Alternate CIS.

### Irrigation Technician

- Contractor shall provide Irrigation Technician(s) as defined below, and the number of Irrigation Technician(s) per Attachment C.
- Irrigation Technician** - A person with minimum of three (3) years training and must be able to work at replacing and repairing irrigation lines and equipment.
- Irrigation Technician must be able to effectively communicate in English and have a wireless communication device such as cellular phone available.
- Irrigation Technician shall remain on site according to the requirement by each park except when leaving to obtain irrigation parts.
- Irrigation Technician shall be required to carry a basic inventory of required irrigation parts to complete Day-to-Day routine maintenance repairs.
- Irrigation Technician 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, irrigated trees and landscaped areas that require additional watering to eliminate any stress throughout the facility. The Inspector may determine special areas that require additional attention.
- The Irrigation Technician 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 Technician shall have the ability to make all irrigation repairs as requested by the Inspector.

**FAILURE TO SUPPLY A CERTIFIED IRRIGATION SPECIALIST OR IRRIGATION TECHNICIAN 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.**

### E. Adjustments, Damages and Repairs.

- Adjustments, damages and repairs shall be divided into the following categories and actions:
  - 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.
  - 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 vehicles in the Park.
  - Damage and repairs for causes other than the Contractor's operations shall be divided as follows:
    - 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.

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- 2) 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 - Attachments C1, and C2).
2. 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.
3. 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.
4. Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
5. Contractor shall turn in all parts replaced to Inspector. County shall not be liable for payment of any part not turned into Inspector.

### 7. 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.
- 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.

### 8. TRASH REMOVAL (CANS)

All trash cans including "doggie trash" cans (including trash within a fifteen foot diameter area of the can) shall be emptied of all trash and debris on all weekdays, Monday through Friday by 10:00 am. (Major Park Holidays included). Contractor shall provide brown or black durable (2 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 or meat remains, dog feces or other waste that will produce offensive smell or attract insects will be emptied immediately or at the inspector's request.

**\*\*\*Please Note: All parks require trash services 7 days a week (Monday – Sunday, including all holidays) \*\*\***

## II. MAJOR IRRIGATION REPAIR WORK

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.

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.

No approval or compensation will be granted for any damage caused by Contractor's operations.

## EXHIBIT C

### III. 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. Attachment C includes the Extra Work Items.

Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools, equipment and time to complete.

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

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

#### **1. DETHATCH TURF**

- A. Contractor may be required to dethatch all turf areas once every three years between November 1 and March 1.
- B. Inspector shall notify Contractor to begin dethatch operation two (2) weeks prior to commencing work.
- C. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine. The degree of thatch removal shall be determined by the Inspector immediately prior to commencement of work.
- D. All thatch and debris shall be picked up and disposed of offsite within twenty-four (24) hours of dethatching.
- E. All walkways, bikeways, trails, 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 TURF MOWS**

- F. 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.
- G. Contractor shall be notified in writing by the Inspector seven (7) days prior to the required date the Additional Mow is to be performed.
- H. Upon receipt of written notification the Contractor shall indicate the additional mow on the next weekly schedule to be submitted.

#### **3. WEED CONTROL – CRABGRASS**

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**

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**

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

All landscape chemical applications (Items 3 – 5) shall be applied as follows:

## EXHIBIT C

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

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.

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.
3. Chemicals shall only be applied under the supervision of persons 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.
  4. Contractor shall calibrate all chemical application equipment prior to each use to insure chemicals are applied at the rate specified in the written recommendations.
  5. 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.
  6. 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.
  7. 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.

## EXHIBIT C

8. 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.
9. All damages resulting from Contractor's operations shall be repaired or replaced at Contractor's expense.
10. Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.

### **6. EXTRA WORK LANDSCAPE MAINTENANCE SERVICES**

- 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.

## PARK SPECIFICATIONS

Park and areas to be serviced: **Tri-City Regional Park** located at 2301 N Kraemer Blvd., Placentia, CA 92870. This includes all turf, landscape and hardscape areas from street to perimeter fence or as designated on the attached Park Map.

### PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	33	Acres (approx.)
Mechanical Edging	1,110	Linear feet (approx.)
Chemical Edging	15,840	Linear feet (approx.)
Weed Abatement	33	Acres (approx.)
V-Ditch Channels	1,000	Linear feet (approx.)
Playgrounds	1	Each
Barbeques	12	Each
Drinking Fountains	2	Each
Trash Cans	70	Each (approx.)
Weeding-hand/planter Beds	11	Each
Irrigation Controllers	4	Each
Doggie Stations	6	Each
Park Benches	35	Each
Picnic Tables	25	Each
Park Restrooms	2	Each

\*\*\*Please Note - Opening Park Restrooms Mandatory: Contractor is responsible for opening the park restrooms by 7:00 am, seven (7) days a week, Monday through Sunday, including all County major and minor holidays\*\*\*  
 In addition, two entry gates (at Kraemer Blvd and Rolling Hills) are scheduled for installation by the end of 2013. The unlocking/opening of these gates will be on the same schedule as opening of the park restrooms by the Contractor \*\*\*

**Note:** The preceding area measurements are provided solely for informational purposes.

#### Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees <b>mid-November to mid-March</b>	7:00 am-6:00 pm	7:00 am-6:00 pm	7:00 am-6:00 pm	7:00 am-6:00 pm	7:00 am-6:00 pm	7:00 am-6:00 pm	7:00 am-6:00 pm
Regular hours facility is open to public and employees <b>mid-March to mid-November</b>	7:00 am-9:00 pm	7:00 am-9:00 pm	7:00 am-9:00 pm	7:00 am-9:00 pm	7:00 am-9:00 pm	7:00 am-9:00 pm	7:00 am-9:00 pm

## EXHIBIT C

### **APPENDICES**

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

**EXHIBIT C**  
Appendix 1 – Monthly Performance Schedule

<b>MONTHLY PERFORMANCE SCHEDULE</b>																																				
_____ REGIONAL PARK																																				
ADDRESS: _____																																				
FACILITY: _____														MONTH OF _____																						
CONTRACT NO. _____																																				
		WEEK 1					WEEK 2					WEEK 3					WEEK 4					WEEK 5														
		S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
TURF MOW																																				
EDGE-MECHANICAL																																				
EDGE-CHEMICAL																																				
LANDSCAPE MAINT																																				
FACILITY MAINT.																																				
IRRIGATION SYSTEM																																				
TURF AERATION																																				
TRASH CANS																																				
EXTRA WORK																																				
TURF DETHATCH																																				
ADDITIONAL MOW																																				
BROADLEAF PRE-EMERGENT																																				
CRABGRASS PRE-EMERGENT																																				
FUNGICIDE CONTROL																																				
SUBMITTED BY: _____														DATE: _____																						
CONTRACTOR REPRESENTATIVE																																				
THE ABOVE SCHEDULED WORK WAS _____ WAS NOT _____ PERFORMED SATISFACTORILY AND IN ACCORDANCE WITH CONTRACT SPECIFICATIONS.																																				
COMMENTS: _____																																				
APPROVED BY: _____														DATE: _____																						
INSPECTOR																																				



EXHIBIT C  
Appendix 2 – Performance Deficiency Notification



**STEVE FRANKS**  
DIRECTOR  
OC COMMUNITY RESOURCES

**RYAN DRABEK**  
DIRECTOR  
OC ANIMAL CARE

**KAREN ROPER**  
DIRECTOR  
OC COMMUNITY SERVICES

**MARK DENNY**  
DIRECTOR  
OC PARKS

**HELEN FRIED**  
COUNTY LIBRARIAN  
OC PUBLIC LIBRARIES

**DATE:**

**TO:** Vendor

**FROM:** Inspector, OC Parks

**Subject:** PERFORMANCE DEFICIENCY CONTRACT NO. # \_\_\_\_\_

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

Facility: \_\_\_\_\_

Value: \$ \_\_\_\_\_ Per \_\_\_\_\_

Notification: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contractor's Representative \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_

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

- \_\_\_\_\_ (a) Twenty-four (24) hours - Mowing, edging, clippings, landscape maintenance
- \_\_\_\_\_ (b) Twelve (12) hours - Major irrigation, clippings.
- \_\_\_\_\_ (c) Forty-eight hours (48) - irrigation.
- \_\_\_\_\_ (d) Seven (7) days - other deficiencies.
- \_\_\_\_\_ (e) \_\_\_\_\_ - Failure to comply with Contract specification.

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

\_\_\_\_\_  
Inspector

Cc: Buyer, OCCR/Purchasing & Contract Services

**EXHIBIT C**  
Appendix 3 – Extra Work Authorization Form – General

FACILITY \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZATION EXTRA WORK LOCATION: \_\_\_\_\_

P.O. # \_\_\_\_\_ CONTROLLER: \_\_\_\_\_

CONTROL# \_\_\_\_\_ Inspector Authorization:  
(\$1,000.00 Limit) Date: \_\_\_\_\_

\_\_\_\_\_ Maint. Inspect. AUTHORIZATION:  
(\$2,000.00 Limit) Date: \_\_\_\_\_

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

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

**MATERIALS:**

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

**EQUIPMENT:**

\_\_\_\_\_ HRS. \_\_\_\_\_ HRS. \_\_\_\_\_ HRS. \_\_\_\_\_ HRS.

RATE: \$ \_\_\_\_\_ / HR \$ \_\_\_\_\_ \$ \_\_\_\_\_ RATE: \$ \_\_\_\_\_ / HR \$ \_\_\_\_\_ \$ \_\_\_\_\_

**LABOR:**

LANDSCAPE MAINT. \_\_\_\_\_ HRS. \_\_\_\_\_ HRS. \_\_\_\_\_ /HRS. \_\_\_\_\_ /HRS.

WORKER \$ \_\_\_\_\_ /HR. \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ /HR. \$ \_\_\_\_\_ \$ \_\_\_\_\_

**ESTIMATED EXTRA WORK COST: ACTUAL EXTRA WORK COST:**

MATERIALS: \$ \_\_\_\_\_ MATERIALS: \$ \_\_\_\_\_ EQUIP. \$ \_\_\_\_\_

EQUIPMENT: \$ \_\_\_\_\_ TAX: \$ \_\_\_\_\_ 15% MARKUP: \$ \_\_\_\_\_

LABOR: \$ \_\_\_\_\_ 15% MARKUP: \$ \_\_\_\_\_ LABOR: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

EXHIBIT C  
Appendix 4 – Additional Mows Authorization Form

LANDSCAPE MAINTENANCE CONTRACT

DATE: \_\_\_\_\_

FACILITY \_\_\_\_\_

Inspector Authorization

AUTHORIZATION-ADDITIONAL MOW

Date: \_\_\_\_\_

P.O.# \_\_\_\_\_

Contractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<u>AREA(S) TO BE MOWED:</u>	<u>LOCATION</u>	<u>CONTROLLER NO.</u>	<u>ACRES</u>	<u>COST/ACRE</u>
-----------------------------	-----------------	-----------------------	--------------	------------------

				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____

Require Date: \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Reason for Additional Mow:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT C  
Appendix 5 – Notice of Intent to Apply Form

NOTICE OF INTENT TO APPLY  
RESTRICTED/NON-RESTRICTED MATERIALS

FACILITY: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR (PERMITTEE) \_\_\_\_\_ P.O.# \_\_\_\_\_

\_\_\_\_\_  
Inspector Authorization

\_\_\_\_\_  
(Non-Restricted) Date:

\_\_\_\_\_  
Sr. Maint. Tech. Authorization  
(Restricted) Date: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
\_\_\_\_\_

Proposed date of application: \_\_\_\_\_

Number of acres to be treated: \_\_\_\_\_

Type of equipment to be used: \_\_\_\_\_

Target pest(s): \_\_\_\_\_

Dilution rate: \_\_\_\_\_ Applicator Name: \_\_\_\_\_  
(From label)

Registration # \_\_\_\_\_ License No. \_\_\_\_\_

Ingrédients: \_\_\_\_\_ Antidote \_\_\_\_\_  
Active \_\_\_\_\_  
Inerte \_\_\_\_\_

Environnemental Changes

Re-Entry after spraying \_\_\_\_\_

		NW	N	NE
(Hrs. /Min.)		_____		
Criteria/Reason _____		W TREATMENT E		
_____		_____		
		SW	S	SE
		_____		

Submitted by: \_\_\_\_\_ Identify Location of Adjacent Crops,  
Schools, Dwellings, etc.

EXHIBIT C  
Appendix 6 – Daily Irrigation Inspection Form

**DAILY IRRIGATION INSPECTION FORM**

**FACILITY:** \_\_\_\_\_

**Controller:** \_\_\_\_\_

**Start Time 1:** \_\_\_\_\_

**Name of Irrigation Tech:** \_\_\_\_\_

**Start Time 2:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Start Time 3:** \_\_\_\_\_

**Day:** \_\_\_\_\_

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

**Landscape Condition**

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

<b>Quantity</b>	<b>Materials</b>	<b>Notes</b>

EXHIBIT C  
Appendix 7 – Notice of Pesticide Application Form

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

**NOTICE OF PESTICIDE APPLICATION  
STOP -READ BEFORE ENTERING**

PESTICIDE TRADE NAME: \_\_\_\_\_

ACTIVE INGREDIENT (S): \_\_\_\_\_

**SIGNAL WORD:** \_\_\_\_\_

TARGET PEST(S): \_\_\_\_\_

SPECIFIC AREAS SITE TO BE TREATED: \_\_\_\_\_

PRECAUTIONS: \_\_\_\_\_

DATE & TIME POSTED: DATE: \_\_\_\_\_ ; TIME: \_\_\_\_\_ (AM\_PM)

DATE & TIME OF SCHEDULED APPLICATION: DATE: \_\_\_\_\_ ; TIME: \_\_\_\_\_ (AM\_PM)

**DATE & TIME OF RE-ENTRY: DATE: \_\_\_\_\_ ; TIME: \_\_\_\_\_ (AM\_PM)**

CONTACT NAME: \_\_\_\_\_ (CAPITOL LETTERS)

DEPARTMENT: \_\_\_\_\_

**EMERGENCY TELEPHONE NUMBER: \_\_\_\_\_ (COLLECT CALL)**

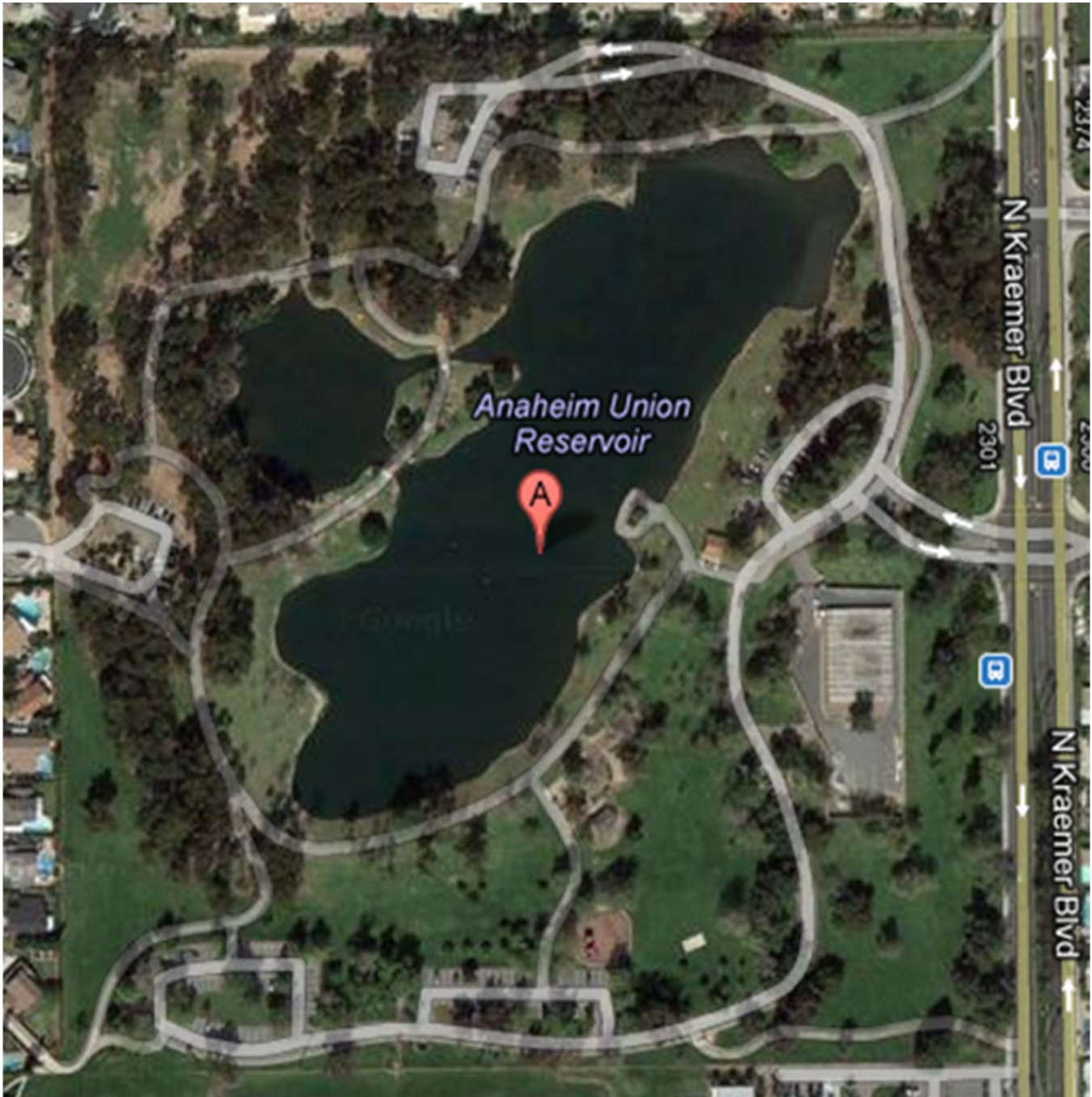
State Law requires that you be given the following information: CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Pest Control Companies are registered and regulated by the State Pest Control Board, and apply pesticides/herbicides which are registered and approved for use by the California Department of Pesticide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

**For further information contact any of the following:**

County Health Department (Health questions) 408-885-4214 (Disease Control & Prevention)

County Agriculture Department (Application and regulatory information) 408-918-4600

EXHIBIT C  
Appendix 8 – Map of Tri-City Regional Park



## EXHIBIT C

### **ATTACHMENT B** **COMPENSATION & PAYMENT TERMS**

1. **Compensation:** This is an annual fixed price Contract not to exceed \$ 150,347.00 for the term of the Contract between County and Contractor.

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 and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in the Scope of Work (SOW), set forth more fully in Attachment A of this Contract.

2. **Payment Terms:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Building Coordinator and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

3. **Invoicing Instructions:** Payment to the Contractor will be made for work actually completed in accordance with the specifications and schedules.

At the end of each month, the Contractor shall submit a **signed performance report to the Inspector** with a completely itemized invoice based on work completed.

Invoices shall be submitted in duplicate on standard Company letterhead forms and shall state:

- (1) Invoice number
- (2) Invoice period (dates)
- (3) Brief Description of Item/Service,
- (4) Total Amount Requested,
- (5) Contractor's Federal Tax ID Number, and
- (6) Contract number (MA-012-14010231)
- (7) Name of facility: Tri-City Regional Park

Attached to each invoice shall be a copy of the MONTHLY INVOICE - PERFORMANCE and AUTHORIZATION forms provided by the County which shall be complete and accurately reflect work performed.

Invoices shall be mailed to the Orange County Community Resources, Accounts Payable, 1300 S. Grand Ave., Building B, Second Floor, Santa Ana, CA 92705-4407

Payment will be made subject to approval by the Agency/Department and normal processing requirements, usually four to six weeks.

The responsibility for providing 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.



EXHIBIT C

ATTACHMENT C – PRICING

LANDSCAPE MAINTENANCE FOR TRI-CITY REGIONAL PARK

**STANDARD MONTHLY WORK ITEMS:**

*Regular Landscape Maintenance Service: Monday - Friday (monthly price to perform services in accordance with the Scope of Works set forth in this Contract).*

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ANNUAL TOTAL
1.	TURF MOW	45	EA.	\$ 560.00	\$ 25,200
2.	TURF EDGE - MECHANICAL	45	EA.	\$ 80.00	\$ 3,600.00
3.	TURF EDGE - CHEMICAL	7	EA.	\$ 400.00	\$ 2,800.00
4.	LANDSCAPE MAINTENANCE	12	EA.	\$ 881.00	\$ 10,572.00
5.	FACILITY MAINTENANCE	12	EA.	\$ 881.00	\$ 10,572.00
6.	IRRIGATION SYSTEM	12	EA.	\$3,600.00	\$ 43,200.00
7.	TURF AERATION	1	EA.	\$ 250.00	\$ 250.00
8.	TRASH REMOVAL	52	WEEK	\$ 210.00	\$ 10,920.00
	<b>EXTRA WORK ITEMS</b>				
9.	TURF DETHATCH	1	EA.	\$ 1,500.00	\$ 1,500.00
10.	ADDITIONAL TURF MOW	1	EA.	\$ 200.00	\$ 200.00
11.	WEED CONTROL (PREEMERGENT CRABGRASS CONTROL)	33	PER ACRE	\$ 180.00	\$ 5,940.00
12.	WEED CONTROL (BROADLEAF PREEMERGENT CONTROL)	33	PER ACRE	\$ 135.00	\$ 4,455.00
13.	WEED CONTROL (BROAD SPECTRUM FUNGICIDE CONTROL)	33	PER ACRE	\$ 186.00	\$ 6,138.00
	<b>TOTAL OF ITEMS 1 THROUGH 13 (ANNUAL COST):</b>				<b>\$ 125,347.00</b>

EXHIBIT C

**MAJOR IRRIGATION REPAIR WORK**

Prices for irrigation repair work shall include full compensation for furnishing ALL labor, materials (i.e. swing joints and thrust blocks), tools, necessary equipment, overhead and profit required for complete repair and installation.

1. **MATERIALS:** **Cost + 15% Markup**

The Contractor shall provide purchase invoice receipts for all irrigation materials required for reimbursement and show the 15% mark up before total extended amount.

**Estimated Annual Cost for Major Irrigation Repairs:** **\$ 25,000.00**

2. **LABOR RATES:**

To include labor plus all overhead.

	<b>Hourly Rate</b>	<b>Est. Annual Extra Labor Hours</b>	<b>Est. Annual Cost</b>
Landscape Maintenance			
Labor General	\$ <u>19.00</u>	<u>250 hours</u>	\$ <u>4,750.00</u>
Labor (Irrigation Technician)	\$ <u>35.00</u>	<u>250 hours</u>	\$ <u>8,750.00</u>
<b>Foreman/Supervisor</b>	<b>\$ <u>38.00</u></b>	<b><u>100 hours</u></b>	<b>\$ <u>3,800.00</u></b>

3. **CONTRACT BREAKDOWN FOR EVALUATION OF COST ADJUSTMENT**

Labor	<u>81</u> %
Materials	<u>10</u> %
Equipment	<u>6</u> %
Fuel	<u>3</u> %

**In house CIS Staff: fixed hourly rate (on as-needed basis) \*\$ \_\_\_\_\_**

**\*Intentionally left blank to negotiate at renewal of Contract when applicable.**

**Sub-contracted CIS: fixed hourly rate (on as-needed basis) \$ 75.00**

EXHIBIT C

4. **MANPOWER/EQUIPMENT TO BE USED IN PERFORMANCE OF THIS CONTRACT LABOR:**

**A. Minimum Number of Workers and Hours for Tri-City Regional Park:**

<b>Service for Tri-City Regional Park</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>	<b>TOTAL PER WEEK</b>
Minimum Number of Mower Crews Minimum Number of Service Hours Per worker per day			2 8					2 men 16 Hours
Minimum Number of Blower Crews Minimum Number of Service Hours Per worker per day	1 4	1 4	1 4	1 4	1 4			1 men 20 Hours
Minimum Number of Edging Crews Minimum Number of Service Hours Per worker per day			2 8					2 men 16 Hours
Minimum Number of Facility Maint. Minimum Number of Service Hours Per worker per day (start hour is 6:30 am)	1 4	1 4	1 4	1 4	1 4	1 4	1 4	1 man 28 Hours
Minimum Number of Ground Crews Minimum Number of Service Hours Per worker per day	1 4	1 4	1 4	1 4	1 4	1 4	1 4	1 man 28 Hours
Minimum Number of *Certified Irrigator(s) Minimum Number of Service Hours Per worker per day	1 8	1 8	1 8	1 8	1 8			1 man 40 Hours

**B. SPECIALTY CREWS**

Tree/Shrub     \$ 45.00 hr./man on as-needed  
 Pruning Crew   \$ 45.00 hr./man on as-needed  
 Spray Crew     \$ 45.00 hr./man on as-needed

**C. PEST CONTROL**

Qualified Advisor  
 Name            **Paul Wisikowski**  
 License No:     **75376**  
 Category:       **PCA**  
 Qualified Applicator  
 Name            **Stephen Guise**  
 License No:     **130943**  
 Category:       **QA2**