

CONTRACT MA-080-19011708

FOR

MITIGATION MAINTENANCE SERVICES

BETWEEN

OC PUBLIC WORKS

AND

NATURES IMAGE, INC.



**CONTRACT MA-080-19011708
WITH
NATURES IMAGE, INC.
FOR
MITIGATION MAINTENANCE SERVICES**

THIS CONTRACT MA-080-19011708 for Mitigation Maintenance Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California and the Orange County Flood Control District, (hereinafter referred to as “County and District”) and Natures Image, Inc., with a place of business at 20361 Hermana Circle, Lake Forest, CA 92630 (hereinafter referred to as “Contractor”), with County, District and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Payment/Compensation

Attachment C – Staffing Plan

RECITALS

WHEREAS, Contractor, County and District are entering into this Contract for Mitigation Maintenance Services under a firm fixed fee Contract; and,

WHEREAS, County and District solicited Contract for Mitigation Maintenance Services as set forth herein, and Contractor represented that it is qualified to provide Mitigation Maintenance Services to the County and District as further set forth here; and,

WHEREAS, Contractor agrees to provide Mitigation Maintenance Services to the County and District as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County and District agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County and District Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Mitigation Maintenance Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the

event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

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

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

O. Insurance Requirements:

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

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

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

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County and District of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County and District of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County and District of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

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

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 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 (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

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

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

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

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County and District 's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County and District Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County and District agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County and District.

County and District reserves the right to immediately terminate the Contract in the event the County and District determines that the assignee is not qualified or is otherwise unacceptable to the County and District for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County and District in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County and District in writing if the Contractor becomes a party to any litigation against the County and District, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County and District that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County and District any time there is a change in Contractor's name,

conflict of interest or litigation status, Contractor must also provide an update to the County and District of its status in these areas whenever requested by the County and District.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County and District interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County and District staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County and District within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and District and County and District -related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County and District in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County and District. Contractor acknowledges that County and District is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Y"** below, Contractor agrees that it shall defend, indemnify and hold County and District and County and District INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **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.
- V. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- W. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- X. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County and District, and hold harmless, the County and District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County and District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Y. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County and District, and hold County and District, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County and District's Board of Supervisors acts as the governing Board ("County and District Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County and District by a court of competent jurisdiction because of the concurrent active negligence of County and District or County and District Indemnitees, Contractor and County and District agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- Z. **Audits/Inspections:** Contractor agrees to permit the County and District's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County and District) 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 and District will provide reasonable notice of such an audit or inspection.

The County and District 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 and District to audit records and interview staff of any subcontractor related to performance of this Contract.

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

- AA. **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 District; and inclusion of sufficient funding for the

services hereunder in the budget approved by County and District '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 and District may immediately terminate or modify this Contract without penalty.

- BB. **Expenditure Limit:** The Contractor shall notify the County and District of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County and District will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County and District will procure Mitigation Maintenance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence December 1, 2019 and continue for three (3) calendar years from that date, unless otherwise terminated by County and District. This Contract may be renewed as set forth in article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County and District does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County and District 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 and District assigned Deputy Purchasing Agent.
5. **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 and District may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County and District those monies disallowed pursuant to the above.
6. **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.

7. **Conflict of Interest – County and District Personnel:** The County and District 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 and District employee for any purpose.
8. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and District and shall not be changed without the written consent of the County and District’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County and District’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 and District under this Contract. The County and District’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County and District’s Project Manager. The County and District’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County and District is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

9. **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 and District. The County and District assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County and District are expressly stated in the Contract.
10. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County and District of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County and District of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County and District, at the County and District 's request.

11. **County and District of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County and District of Orange. 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. In order to comply with the child support enforcement requirements of the County and District of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, 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 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 to cure such breach within 60 calendar days of notice from the County and District shall constitute grounds for termination of the Contract.

12. **Data – Title To:** All materials, documents, data or information obtained from the County and District data files or any County and District medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County and District. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County and District. All materials, documents, data or information, including copies, must be returned to the County and District at the end of this Contract.
13. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County and District, the County and District may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County and District the difference between the Contract cost and the price paid, and the County and District may deduct this cost from any unpaid balance due the Contractor. The price paid by the County and District shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
14. **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 and District 's Project Manager, as specified in Article 21. "Notices," such matter

shall be brought to the attention of the County and District Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County and District, on its own initiative, has already rendered such a final decision.
 2. 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 and District is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

15. **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:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and

- b. 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 and District contracts if the County and District determines that any of the following has occurred:

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

16. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County and District of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County and District pays \$600 or more or with whom the County and District enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

17. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County and District. Contractor agrees that County and District review is discretionary and Contractor shall not assume that the County and District will discover errors and/or omissions. If the County and District discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County and District or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County and District approval thereof, County and District approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and District and Contractor, and the reports, files or documents will be returned to Contractor for correction.
18. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of

California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

19. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman 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. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
20. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County and District through the County and District 's Project Manager.
21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Natures Image, Inc.
Attn: Daniel Slinger
20361 Hermana Circle
Lake Forest, CA 92630
Phone: 949-680-4400
Email: Dslinger@naturesimage.net

County’s Project Manager: OC Public Works/OC Environmental Resources
Attn: Cort Distanislao
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-955-0263
Email: Cort.Distanislao@ocpw.ocgov.com

cc: OC Public Works/Procurement Section
Attn: Derek Coor County DPA
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-667-9651
Email: Derek.Coor@ocpw.ocgov.com


- 22. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 23. **Termination – Orderly:** After receipt of a termination notice from the County and District of Orange, the Contractor may submit to the County and District a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County and District upon written request of the Contractor. Upon termination County and District agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
- 24. **Usage:** No guarantee is given by the County and District to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County and District of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 25. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County and District of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.


Signature Page follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

NATURES IMAGE, INC.*

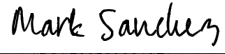
<small>DocuSigned by:</small>			
	Michelle Caruana	President	8/13/2019
<small>422C52B662274DD...</small>	Name	Title	Date
Signature			

<small>DocuSigned by:</small>			
	Michelle Caruana	Secretary	8/13/2019
<small>422C52B662274DD...</small>	Name	Title	Date
Signature			

**COUNTY OF ORANGE AND DISTRICT, A political subdivision of the State of California
COUNTY AND DISTRICT AUTHORIZED SIGNATURE:**

<hr/>			
		Deputy Purchasing Agent	
Signature	(Print) Name	Title	Date

**APPROVED AS TO FORM:
County and District Counsel**

<small>DocuSigned by:</small>	
By 	Deputy
<small>1D2AF995330249F...</small>	
Date	8/13/2019

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County and District purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A
SCOPE OF WORK

- I. SCOPE OF WORK:** Contractor shall furnish all staffing, labor, equipment, materials and incidentals required for Mitigation Maintenance Services. Services shall be provided on an as-needed basis as required by County of Orange and Orange County Flood Control District.
- II. DESCRIPTION OF WORK:** This Contract is for Mitigation Maintenance Services at various County and District locations as required by County and District.
- A. *Location of Work:* Work locations for this Contract shall be County and District facilities and assigned mitigation sites of various sizes and locations throughout Orange County. This Contract may include work on easements associated with City or County and District roadways.
- B. Mitigation Maintenance Services consists of those items of work necessary to maintain the overall integrity of designated mitigation sites or other sensitive habitats per Habitat Mitigation and Monitoring Plan (HMMP), associated regulatory permits or as deemed necessary by County and District Inspector/Project Manager.
- III. CONTRACTOR REQUIREMENTS:**
- A. *License Requirements:* Contractor shall hold an active Class C-27 License issued by the California State Contractors License Board.
- B. *Record Keeping:* Contractor will maintain accurate records showing names of employees, California Department of Pesticides Regulation (CA DPR) license number for licensed Pest Control Advisor (PCA) and Qualified Applicator Certificate (QAC)/Qualified Applicator License (QAL) where applies, classification, actual hours worked, wages paid, and benefits paid to each employee and certified payroll. All PCA recommendations for herbicide use will be made available to County and District Inspector/Project Manager prior to the application of herbicides. This record will be subject to inspection of County and District and State Division of Labor Law Enforcement in accordance with provisions of the State Labor Code 1776.
- C. *Audit:* Contractor agrees to permit County and District's Auditor-Controller or Director, OC Public Works, or their authorized representative, access during normal working hours to all books, accounts, records, reports files and other papers of property of Contractor for purpose of auditing any aspects of performance under Contract.
- D. *Conduct:* Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, or fail or refuse to perform the work properly and at a level acceptable to the County and District. The County and District expressly retains the right to request any specific Contract personnel be precluded from providing services to County and District under this Contract. County and District is not required to provide any reason for requested removal of specified Contract personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) business days.
- E. *Supervision:* Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foreman shall be able to communicate effectively in both written and oral English.

IV. CONTRACTOR PERFORMANCE REQUIREMENTS:

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

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

M. *Safety*: Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe conditions on premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with local County and District, State or other legal intents and terms of the applicable Occupational Safety and Health Administration (OSHA) and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and agents, against injury or damage to property.

N. *Best Management Practices*:

1. Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).
2. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County and District of Orange, and to the Orange County and District Flood Control District (District) and cities within Orange County and District, as co-permittees (hereinafter collectively referred to as "County and District Parties") which regulate the discharge of urban runoff from areas within the County and District of Orange, including the Premises under this Contract. The County and District Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

Work performed under this CONTRACT will conform to Permit requirements, Drainage Area Management Plan (DAMP), and Model Maintenance Procedures in effect at the time the work order is issued. CONTRACTOR will fully understand Model Maintenance Procedures applicable to activities that are being conducted under this CONTRACT prior to conducting them and maintain copies of Model Maintenance Procedures throughout CONTRACT duration. Copies of current Stormwater Permits, DAMP and Model Maintenance Procedures are available upon request.

Evaluation of activities subject to DAMP requirements performed under this CONTRACT will be conducted to verify compliance with DAMP requirements and may be required through CONTRACTOR self-evaluation as determined by COUNTY AND DISTRICT.

Full compensation for conforming to requirements of NPDES REQUIREMENTS will be considered as included in various items of work involved and no additional compensation will be allowed therefore.

3. To assure compliance with the Stormwater Permits and water quality ordinances, the County and District Parties have developed a DAMP which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County and District must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County and District's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be

referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

4. BMP Fact Sheets shall include but not be limited to the following which may be viewed and downloaded at: <http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities>
 - a) IC7 b) IC17 c) IC18 d) IC19 e) IC21
 5. These BMP Fact Sheets may be modified during the term of the Contract; and County and District's Inspector/Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
 6. Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.
 7. Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County and District's Inspector/Project Manager for review and approval prior to implementation.
 - a. County and District's Inspector/Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.
 8. BMPs (e.g., silt fences, clean straw bales, straw wattles) will be used where necessary to effectively reduce the escape of sediments and pollutants from habitat restoration areas during the maintenance program. Remedial measures that address significant channel erosion will be developed in consultation with the resource agencies if annual monitoring results indicate that channel degradation is continuing. All BMP's used in a project will be included as part of unit cost.

The deposition of debris, herbicides, fertilizers, pesticides, petroleum products, or any other pollutants within the habitat restoration areas will be avoided.
- O. *Scheduling:* County and District staff review and prioritize work needed to maintain mitigation sites and other sensitive habitat locations.
1. County and District staff reviews, prioritizes and issues all task orders for maintenance activities. When it is determined by County and District Inspector/Project Manager that an activity is required at a given mitigation site or sensitive habitat location, the County and District Inspector/Project Manager issues a work order describing work to be performed by the Contractor.
 2. Contractor shall furnish a schedule to County and District's Inspector/Project Manager

within forty-eight (48) hours of receiving work order indicating the dates and locations for scheduled work.

3. Contractor shall start working within five (5) business days upon receipt of work order from County and District's Inspector/Project Manager.
 4. Contractor shall notify the County and District Inspector/Project Manager at least twenty-four (24) hours in advance of commencement of work. All work shall be diligently prosecuted to the satisfaction of the County and District Inspector/Project Manager.
- P. *Acceptance of Work*: All work is to be completed within the allotted time or as determined by County and District's Inspector/Project Manager.
1. Contractor shall provide County and District's Inspector/Project Manager with a list of project locations requiring final inspection within two working days of completion.
 2. The list may be verbal or emailed to County and District's Inspector/Project Manager. County and District will notify Contractor of any deficiencies within three (3) business days.
 3. Correction of work is required within seven (7) calendar days of receipt of the notification by County and District.
 4. All work at a location must be satisfactorily completed and approved by County and District prior to final approval for payment of that location.
- Q. *Deficient Performance*: Liquidated damages shall be applied to deficient performance and/or late completion. Parties hereto agree that it is impracticable or extremely difficult to determine actual damages County and District shall sustain by reason of delay in performance. Therefore, Two Hundred Fifty Dollars (\$250.00) will be deducted and withheld from payments due or to become due to Contractor for each calendar day work is incomplete beyond the scheduled day, unless Contractor receives prior authorization for an extension of time by County and District's Inspector/Project Manager.

V. SPECIFICATIONS:

A. Herbicide Application:

Apply herbicides to unwanted vegetation in compliance with all herbicide application requirements as set forth by the California Department of Pesticide Regulations (CA DPR), County and District, of County of Orange Agricultural Commissioner's Office, Federal Environmental Protective Agency (U.S. EPA), the manufacturer's instructions on the herbicide Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) label, the Material Safety Data Sheet, and the site specific HMMP. Herbicides will be applied by a spot spray application directly to select species' foliage or a basal bark treatment/hack and treat method. Herbicide application must be done in a way to preserve and protect native habitat. Contractor shall, throughout the length of the Contract, provide all personnel, equipment, vehicles, tools, materials, qualified supervision and other items and services necessary to perform herbicide applications.

Herbicide solutions include the following:

1. Aquatic Registered Glyphosate with Aquatic Adjuvant; 2-4 quarts/50 gallons of water

2. 2,4D with Adjuvant; Minimum 2 quarts/50 gallons of water
3. Aquatic Triclopyr with Adjuvant; at 1:1 ratio with water or 100% concentrate as dictated by product label
4. Aquatic Diquat with Adjuvant; 1 quart/50 gallons of water

Any herbicides used will be registered for use with the state of California and U.S. EPA. Contractor assumes all liability for damage and/ or injury for use of these products and equipment. County and District Inspector/Project Manager shall be notified prior to applications and advised of any danger associated with the use of these products. During avian nesting season, generally between February 15 and September 15, herbicide applications will be limited if approved by the County and District, and only conducted with a certified biologist's supervision on site. A qualified licensed PCA will be provided by the Contractor to create and sign pesticide recommendations in accordance with California State law. A copy of the signed PCA recommendation must be on site during all applications. Each person actually performing the herbicide application or operating any spray equipment must possess, or be supervised by individuals in possession of, a current and valid QAC/QAL, issued by the CA DPR, and be able to furnish it on site during all applications.

All equipment used for herbicide application shall comply with all applicable State, Federal and Cal OSHA regulations. Primary means of vegetation control shall be a foliar application. However, if there are woody plants/ trees that need to be treated, a cut-bark treatment shall be used. Contractor will provide all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.

Full compensation for the requirements of HERBICIDE APPLICATIONS shall be made on the Contract unit price per ACRE which includes labor, tools, equipment, herbicides, materials, water and all incidentals necessary and no additional payments will be allowed therefor.

B. *Manual Weed Removal:*

Plant species listed in the site pertinent HMMP or approved Operations & Maintenance (O&M) Plan to be removed shall be eradicated from restoration areas to reduce the amount of competition for natural resources, including water, nutrients, and sunlight. The amount of weeding required will be determined by the amount of weed seed in the soil, weather conditions, and the diligence and persistence in removing the weeds before they produce more seed, thereby reducing the weed seed bank.

Pull weeds using hand-operated equipment where possible. Weeds present shall be removed manually. With most species it is expected that the root be removed and destroyed along with the entire plant. Plants that have gone to seed shall have flower heads bagged and disposed offsite to prevent seed dispersal.

Full compensation for the requirements of MANUAL WEED REMOVAL shall be made on the Contract unit price per ACRE which includes labor, tools, equipment, materials and all incidentals necessary and no additional compensation will be allowed therefor.

C. *Tree Removal:*

1. Non-Infested Tree Removal: Perennial native and non-native species identified for

removal in the site specific HMMP or approved O&M Plan are to be removed manually or with an appropriate herbicide approved by said HMMP or O&M Plan.

Safely cut down trees with hand equipment, treat stumps with aquatic triclopyr with an aquatic adjuvant, applied per label instructions, and properly remove and dispose of green waste. A wood chipper may be necessary. Cutting the stump flush with the ground may be necessary.

Full compensation for the requirements of TREE REMOVAL: > 3" DIAMETER AT BREAST HEIGHT (DBH) including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per EACH and no additional compensation will be allowed therefor.

Full compensation for the requirements of TREE REMOVAL: < 3" DBH including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per EACH and no additional compensation will be allowed therefor.

2. Infested Tree Removal: Polyphagous and Kuroshio Shot Hole Borers (SHBs), invasive wood-boring beetles, have been detected in native trees in the County and District 's mitigation sites and sensitive habitats. Wood from SHB-infested trunks and branches is still full of live beetles. If infested wood is not properly handled, beetles will emerge from the cut logs and attack new hosts. Specific wood disposal requirements must be adhered to in order to prevent spread, including chipping infested wood to a diameter of less than 1 inch and disposing of the wood chips at an approved landfill. Please see <https://ucanr.edu/sites/pshb/id-mgmt/disposal/> for additional guidance on disposal of SHB-infested wood.

Full compensation for the requirements of SHB-INFESTED TREE REMOVAL: > 3" DBH including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per EACH and no additional compensation will be allowed therefor.

Full compensation for the requirements of SHB-INFESTED TREE REMOVAL: < 3" DBH including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per EACH and no additional compensation will be allowed therefor.

D. Planting:

1. Plant Materials: Contractor to provide all plant material. Plant materials will include a combination of container plants, vegetative cuttings (propagules) and seed mixes. Seeding will be performed by a method specified in site specific HMMP but will be either by broadcast and raking or Hydroseed method. Plant species, so indicated by site specific HMMP and any pertinent permits will be installed via instruction of site specific HMMP. Vegetation species seed, container plants and cutting origin will be specified by respective site HMMP and permits.

Seed mixes will be clearly labeled showing type of seed, test date, supplier name, seed source, and percentage of the following: pure seed, crop seed, inert matter, weed seed, noxious weeds, and total germination content. All seed mixes are expected to be clean, without undesirable non-native and noxious weed seed.

Receipts of nursery stock will be made available to County and District Inspector/Project Manager.

2. Remedial Planting: As planted cuttings, container stock and seed fail to survive or germinate, remedial replanting will become necessary. The independent Restoration Ecologist or County and District Inspector/Project Manager will designate areas with heavy weed invasion or unsuccessful container plants to be replanted with species from the original seed and container plant list. Planting will be scheduled at a time of year using methods dictated by the site specific HMMP. If indicated by the independent Restoration Ecologist and County and District Inspector/Project Manager, soil treatments will be implemented to improve success of subsequent seeding. Hydro-seeding may also be used in the process for remedial replanting if allowed by the site specific HMMP. The independent Restoration Ecologist and County and District Inspector/Project Manager will approve all rates and categories.
3. Container Plants: Plantings will be spaced in natural-looking patterns. The placement and spacing of plantings will be similar to the natural groupings and patterns of vegetation growing in similar native habitats. Planting of container plants will be done in accordance with site specific HMMP and permits. Planting will be initiated no later than 10 working days after the "Notice to Proceed" is issued by the County and District Inspector/Project Manager.

No pruning of plant materials will be allowed unless specified by the site specific HMMP and permits. The roots of the container stock will be protected from drying during planting. All plant installations will be in accordance with site specific HMMP. Contractor is expected to prepare soil for container stock in a way to ensure successful transplanting and survival.

Full compensation for the requirements of CONTAINER PLANT STOCK (1 to 5 GALLONS) including labor, tools, equipment, materials and all incidentals necessary to complete the work shall be made on the Contract unit price per EACH and no additional compensation will be allowed therefor.

Full compensation for the requirements of CONTAINER PLANT STOCK (6 to 15 GALLONS) including labor, tools, equipment, materials, and all incidentals necessary to complete the work shall be made on the Contract unit price per EACH and no additional compensation will be allowed therefor.

4. Vegetative Propagule/Cuttings: Providing vegetative propagules from plant cuttings is a common way to increase the value of native habitat mitigation sites. Propagules can be provided through cutting branches from native species onsite or through a nursery, depending on direction from the pertinent HMMP.

Propagule cuttings are prepared by cutting branches from native perennial species (i.e. willow species, mulefat, etc.), make a clean cut at a forty-five degree angle, remove all stems and branches and soak the cutting in water with the sharp end in the water. Prepare a hole deep enough to reach water. Take the cutting and place it in the hole so that the sharp end is at the bottom of the hole and so a foot to two feet of the branch is above soil. Pack the hole with dirt to support the freshly planted cutting.

Full compensation for the requirements of VEGETATIVE PROPAGULE/CUTTINGS including labor, tools, equipment, materials, and all incidentals necessary to complete the work shall be made on the Contract unit price per EACH with COLLECTING

VEGETATIVE PROPAGULE/CUTTINGS and PLANTING VEGETATIVE PROPAGULE/CUTTINGS included as separate activities/bid items, and no additional compensation will be allowed therefor.

5. Hydroseeding: Hydroseeding activity involves applying a seed slurry mix to an area of land using equipment outfitted to perform such a task. The typical equipment used includes a truck with a tank, a pump and a hose.

Full compensation for the requirements of HYDROSEEDING including labor, tools, equipment, materials, and all incidentals necessary to complete the work shall be made on the Contract unit price per POUND of material and no additional compensation will be allowed therefor.

6. Broadcast Seeding: Broadcast seeding activity includes hand scattering or using equipment to disperse seed over bare ground. Raking the seed into the soil and watering seed after dispersion is necessary.

Full compensation for the requirements of BROADCAST SEEDING including labor, tools, equipment, materials, and all incidentals necessary to complete the work shall be made on the Contract unit price per POUND of material and no additional compensation will be allowed therefor.

E. Irrigation:

1. Maintenance Watering: Sites without irrigation systems in place will require supplemental watering. The need for watering will dictate the amount and frequency. Schedules will vary seasonally with a minimum of once monthly. Water used for irrigation shall be free of impurities, excess chlorine, and salts. Watering will be done in such a way to protect existing habitat and native, desirable species in accordance with the site HMMP.

Hand watering may involve the use of watering trucks or water buffalos equipped with hoses allowing adequate watering of individual plantings. Some sites may be more remote and not be accessible by truck and may require walking with water in containers such as a backpack sprayer to access vegetation. Contractor will provide all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.

The Contractor shall perform maintenance watering as necessary and per HMMP instructions until the independent Restoration Ecologist and County and District Inspector/Project Manager determines root developments sufficient to ensure continued survival without supplemental watering. The duration and frequency of maintenance watering will be determined by the independent Restoration Ecologist and County and District Inspector/Project Manager in consultation with the Contractor based on the weather and conditions observed onsite.

Full compensation for the requirements of HAND WATERING including labor, tools, equipment, materials, and all incidentals necessary to complete the work shall be made on the Contract unit price per HOUR with HAND WATERING - TRUCK and HAND WATERING - BACKPACK included as separate activities/bid items and no additional compensation will be allowed therefor.

2. Temporary Irrigation Systems Installation: The Contractor shall be responsible for

installation of an irrigation system within a restoration area when applicable. Unless otherwise requested, an irrigation design plan will be provided by the restoration contractor, and may include a network of PVC piping and overhead sprayers or a drip irrigation system.

Full compensation for the requirements of TEMPORARY IRRIGATION SYSTEM including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per ACRE with TEMPORARY IRRIGATION SYSTEM – PVC/OVERHEAD SPRAYERS and TEMPORARY IRRIGATION SYSTEM – DRIP IRRIGATION included as separate activities/bid items and no additional compensation will be allowed therefor.

3. Temporary Irrigation System Maintenance: Contractor shall maintain a specified irrigation system for optimum performance, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis. This includes repairing, cleaning, and adjusting all sprinkler and bubbler heads, drip emitters and valves for proper coverage. Sprinkler heads shall be modified as needed to avoid overlapping or gaps in coverage.

Full compensation for the requirements of TEMPORARY IRRIGATION SYSTEM MAINTENANCE including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per ACRE and no additional compensation will be allowed therefor.

F. *Miscellaneous Maintenance*:

1. Trash and Debris Removal: This line-item is separate from trash and debris removal expected to occur at the end of each work period. When trash and debris is identified by the County and District Inspector/Project Manager to exceed an acceptable amount, a work order will be issued to the Contractor to remove trash and debris. Excess trash and debris will be removed using hand tools and through manual labor. The trash will be bagged and disposed of appropriately at an offsite location. All trash and debris will be removed from work area by the end of each working day. At other times during the progress of work, when required, Contractor will remove all surplus materials, rubbish, and debris resulting from the work. Work area will be left in a neat, clean and acceptable condition as approved by independent Restoration Ecologist or County and District Inspector/Project Manager. No stockpile of debris will be allowed at the site unless prior authorization is given by independent Restoration Ecologist and County and District Inspector/Project Manager. Contractor will pick up and dispose of materials at a site outside of County and District right-of-way approved for disposal of such materials. Any debris dropped on the public street during entrance or exit of the site will be removed immediately by Contractor. Dump slip receipts will be made available to County and District Inspector/Project Manager with invoice.

Full compensation for the requirements of TRASH AND DEBRIS REMOVAL including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per TON and no additional compensation will be allowed therefor.

2. Temporary Fence Installation: Contractor will be responsible for the installation of a temporary perimeter fence around the mitigation site when specified by the HMMP or County and District Inspector/Project Manager. Because the surrounding areas are open for public use, construction fencing will be installed and maintained throughout the monitoring period.

Orange mesh temporary fence with t-posts will be installed to border the mitigation site providing delineation and protection of the mitigation site.

Full compensation for the requirements of TEMPORARY FENCE INSTALLATION including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per LINEAR FEET and no additional compensation will be allowed therefor.

3. Temporary Fence Repair/Replacement: Installed temporary fence will need maintenance via repairing salvageable orange mesh fence and replacing fence that is not salvageable. Replacement includes replacing broken and degraded orange mesh fence and t-posts.

Full compensation for the requirements of TEMPORARY FENCE REPAIR/REPLACEMENT including labor, tools, equipment, materials, disposal, and all incidentals necessary to complete the work shall be made on the Contract unit price per LINEAR FEET and no additional compensation will be allowed therefor.

4. Sign Installation: Signs are placed along mitigation site borders to make people aware of the sensitivity of the native habitat being established. When signs are broken, faded or degraded replacement and installation is necessary. County and District will provide signs to be installed by the Contractor; all other materials are to be provided by the Contractor. Existing t-posts can be reused if they are intact and functional. If t-posts are broken or degraded the Contractor must replace them along with the sign.

Full compensation for the requirements of SIGN INSTALLATION including labor, tools, equipment, materials, disposal and all incidentals necessary to complete the work shall be made on the Contract unit price per EACH and no additional compensation will be allowed therefor.

**ATTACHMENT B
CONTRACTOR'S PRICING**

- I. COMPENSATION:** This is a usage Contract between County and District and Contractor for Mitigation Maintenance Services on an as needed basis, as set forth in Attachment A "Scope of Work".

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

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

A. *Pricing:* Pricing shall be per unit per activity, as determined in the line item.

SCHEDULE OF WORK ITEMS

	Description	Unit	Cost
1.	Herbicide Application	AC	\$460.00
2.	Manual Weed Removal	AC	\$900.00
3.	Non-infested Tree Removal > 3 inches DBH	EA	\$735.00
4.	Non-infested Tree Removal < 3 inches DBH	EA	\$125.00
5.	Infested Tree Removal > 3 inches DBH	EA	\$900.00
6.	Infested Tree Removal < 3 inches DBH	EA	\$400.00
7.	D-40/liner	EA	\$5.25
8.	Container Plant Stock (1 to 5 gallon)	EA	\$29.40
9.	Container Plant Stock (5 to 15 gallon)	EA	\$84.00
10.	Vegetative Propagule/Cuttings – Collection	EA	\$3.00
11.	Vegetative Propagule/Cuttings – Installation	EA	\$3.00
12.	Hydroseed	LB	\$210.00
13.	Hand Broadcast Seeding	LB	\$110.00

	Description	Unit	Cost
14.	Hand Watering – Truck/Water Buffalo	HR	\$89.00
15.	Hand Watering – Backpack Sprayer	HR	\$60.00
16.	Temporary Irrigation Systems Installation – PVC/Overhead Sprayer	AC	\$13,068.00
17.	Temporary Irrigation Systems Installation – Drip Irrigation	AC	\$16,500.00
18.	Temporary Irrigation System Maintenance	AC	\$4,920.00
19.	Trash & Debris Removal	TON	\$500.00
20.	Temporary Fence Installation	LF	\$3.00
21.	Temporary Fence Repair/Replacement	LF	\$6.00
22.	Sign Installation	EA	\$105.00

TOTAL ANNUAL CONTRACT AMOUNT NOT TO EXCEED: \$400,000.00/YR

- III. QUANTITIES OF WORK:** Exact quantity and type of service required under this Contract is unknown. The quantities are estimates only to establish unit prices and to determine the lowest responsive, responsible bidder. During the course of the Contract, County and District's Inspector/Project Manager or the independent restoration ecologist may identify additional quantities beyond the estimated quantities listed above. Upon written authorization by County and District's Inspector/Project Manager, Contractor shall provide/perform all additional quantities at the unit prices listed above or as negotiated through a separate proposal for non-routine items or equipment (e.g. drone survey or arborist assessment). The actual quantities of work for the scheduled items may vary but will not exceed the Total Annual Contract amount. There is no guarantee of actual work.
- IV. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first year of the Contract. Contractor can request price adjustment based on the increase in the Consumer Price Index for the Orange County and District area. County and District requires bona fide proof of cost increases on Contracts prior to any price adjustment. To secure such adjustment, a minimum of one hundred twenty (120) days advance notice in writing is required prior to the renewal of Contract. No retroactive price adjustments will be considered. County and District may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed. All price decreases will automatically be extended to County and District.
- V. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County and District during the term of this Contract not otherwise specified and provided for within this Contract.

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

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

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

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

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

Invoices and support documentation are to be forwarded to:

OC Public Works
Attn: Accounts Payable
PO Box 4048
Santa Ana, CA 92702

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County and District via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

1. Key Personnel

Name	Classification /Designation	Licenses/Certifications (Include license/ certification number)	Years of Experience	Length of Time with Firm

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor’s Key Personnel shall be allowed only with prior written approval of County and District ’s Project Manager.

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

2. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County and District ’s Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function