

**CONTRACT BETWEEN
THE COUNTY OF ORANGE
AND
THE SOTO COMPANY
FOR
LANDSCAPE MAINTENANCE SERVICES
FOR SOUTH COASTAL OPERATIONS**

This Contract MA-012-14010623 for Landscape Maintenance Services at South Coastal Operations, hereinafter referred to as (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources, OC Parks, a political subdivision of the State of California, hereinafter referred to as (“County”), with a place of business at 13042 Old Myford Road, Irvine, CA 92602-2304 and The Soto Company with a place of business at 34275 Camino Capistrano, Capistrano Beach, CA 92624-1156, hereinafter referred to as (“Contractor”), with County and Contractor sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

RECITALS

WHEREAS, the Contractor responded to the County’s Invitation for Bid (“IFB”) offering performance of the complete Scope of Work as requested in Attachment A, and Contractor has represented that its proposed professional services shall meet or exceed the County’s requirements and specifications as set forth herein; and,

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract for Landscape Maintenance Services at South Coastal Operations;

NOW, THEREFORE, the Parties mutually agree as follows:

CONTRACT SPECIFIC TERMS AND CONDITIONS:

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work/Park Specifications, which are attached hereto as Attachment A and incorporated herein by this reference.
- 2. Term of Contract:** This is a one year Contract commencing upon execution of all necessary signatures or approval by the Orange County Board of Supervisors, whichever occurs later and continuing for one calendar year from that date, unless otherwise terminated by County. This Contract may be renewed on an annual basis for four additional years upon mutual consent of the Parties. County does not have to provide a reason if it elects not to renew. Contract renewals may require the approval of the Board of Supervisors.
- 3. Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
- 4. Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
- 5. Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County with the Contractor’s concurrence has the discretion to request official changes at any time without changing the intent of

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

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

6. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
8. **Conflict Resolution:** In the event of conflict or question involving the provisions of the terms and conditions as set forth in those pages and the provisions as set forth in Attachment A, interpretation and clarification as necessary shall be determined by the County's Purchasing Agent or his designee.
9. **Default (Contractor):** If Contractor is in default of any of its obligations hereunder and Contractor has not commenced cure with County ten days and cured such default within 30 days after receipt of written notice of default from County, County shall immediately be entitled, or otherwise under law, to either commence resolution in accordance with this paragraph or to terminate this Contract by giving notice to take effect immediately and begin negotiation with a third-party Contractor to provide services.

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

Nothing in this section shall affect in any way County's right to terminate the Contract pursuant to Section K herein.

10. **Equal Employment Opportunity:** Equal Employment Opportunity - Contractor shall comply with U.S. Executive Order 11426 entitled "Equal Employment Opportunity" as amended by executive order 11375, and as supplemented in department of Labor regulations (41 CFR, part 60) and applicable State of California regulations as either or both may now exist or be hereinafter amended. Employer must not discriminate against employee or applicant for employment, on the basis or race, color, national origin, or ancestry, religion, sex, marital status, political affiliation, physical or mental condition.

Handicapped individuals - Contractor agrees to comply with the provisions of section 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 DHHS effective June 3, 1997 and found in the Federal Register, Volume #42 No. 68, dated May 4, 1997, as all may now exist or be in the future amended.

Americans with Disabilities (ADA) – Contractor agrees to comply with applicable provisions of Title 1 of Americans with Disabilities Act enacted in 1990.

- 11. Material Safety Data Sheets:** Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by **CALIFORNIA LABOR Code Section 6380 through 6399, Industry Safety Order Section 5194 and Title 8, California Code of Regulations**. MSDS sheet for each specified item shall be sent to place of shipment. All MSDS (Material Safety Data Sheets) are to be mailed to place of shipment. **All Specification Changes to be Issued in Writing:** All changes in specifications and/or Price Document requirements will be issued in writing. The County of Orange is not responsible for any oral instruction.
- 12. Prevailing Wage (Labor Code 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the County of Orange Board of Supervisors has obtained the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- 13. Qualifications of (Bidders/Respondents):** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the (Bidder/Respondent) to perform the services/furnish the goods and the (Bidder/Respondent) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect (Bidder's/Respondent's) physical facilities prior to award to satisfy questions regarding the (Bidder's/Respondent's) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (Bidder/Respondent) fails to satisfy the County that such (Bidder/Respondent) is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.
- 14. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- 15. Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- 16. Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer.

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

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

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

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

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

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

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

- 19. Work Locations:** The Contractor warrants that all work proposed under this Contract including all work proposed by subcontractors and suppliers will be performed within 50 miles radius from contractor's location. The Contractor, including subcontractors and suppliers, agree not to conduct or Contract for any work on this Contract outside the 50 miles radius without the prior, expressed, written approval of the Director, OC Parks.
- 20. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: The Soto Company
Attn: Joe Soto
34275 Camino Capistrano
Capistrano Beach, CA 92624
Phone: 949.493.9403
j.soto@sotoco.com

County: OC Community Resources/OC Parks
Purchasing & Contract Services
Attn: Lynn Collins
13042 Old Myford Road
Irvine, CA 92602
Phone: 949.585.6443
Lynn.Collins@ocparks.com

Cc: OC Parks
South Coastal Operations
Attn: Dave Rogoff
34551 Puerto Place
Dana Point, Ca 92629
Phone: 949.923.2277
Email: Dave.Rogoff@ocparks.com

- 21. Termination-Orderly:** After receipt of a termination notice from the County of Orange, the contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the contractor. Upon termination County agrees to pay the contractor for all services performed prior to termination which meet the requirements of the contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the contract. Upon termination or other expiration of this contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the contract. In addition, each party will assist the other party in orderly termination of this contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
- 22. Contractor Personnel – Uniforms/Badges/Identification:** The contractor warrants that all persons employed to provide service under this contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this contract. All contractor's employees shall be required to wear

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

23. Reports/Meetings: The contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the contractor's project manager will meet on reasonable notice to discuss the contractor's performance and progress under this contract. If requested, the contractor's project manager and other project personnel shall attend all meetings. The contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

24. Equipment Maintenance Service-Parts: Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the contractor under this contract. The contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

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

1. Afford the contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;
2. Discontinue payment to the contractor for and during the period in which the contractor is in breach; and
3. Offset against any monies billed by the contractor but yet unpaid by the County those monies disallowed pursuant to the above.

26. Cooperative Agreement: The provision and pricing of this contract will be extended to other political sub-divisions and agencies/departments of the County of Orange. Political sub-divisions and County of Orange agencies/departments wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance and making any subsequent payments. The agencies will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of the price agreement. The cooperative agencies are responsible for obtaining all certificates of insurance and bonds required. The contractor is responsible for providing each cooperative entity a copy of the price agreement upon request by the cooperative agency. The County of Orange makes no guarantee of usage. The County of Orange may authorize the loading of this agreement into an electronic commerce system.

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GENERAL TERMS AND CONDITIONS:

- A. Governing Law and Venue:** This Agreement (hereinafter “Contract”) has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This Contract, including Attachment A, B, and C, incorporated herein by this reference as if fully set forth, when accepted by the bidder (hereinafter “Contractor”) either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County of Orange (hereinafter “County”) unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent.”
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of goods is of the essence in this Contract. County reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor’s expense. Overshipments and undershipments shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until goods have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the goods have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the 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 its indemnitees as identified in paragraph “HH” below, and as more fully described in paragraph “HH”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods 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, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more

specific requirement contained in paragraph “HH” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs,

damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses.

- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-Contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-Contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** Notwithstanding any other provision of this Contract, County may at any time and without cause terminate in whole or in part, upon not less than (30) thirty days written notice to Contractor. Such termination shall be effected by delivery to Contractor a Notice of Termination specifying effective date of termination, whether Contract shall be terminated in whole or in part and if applicable the portion of work to be terminated. Contractor shall immediately stop work in accordance with Notice of Termination and comply with any other direction as may be specified in Notice of Termination or provided subsequently by County. County shall pay Contractor for work completed and accepted by County prior to effective date of termination and such payment shall be Contractor's sole remedy.
- In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages or any other damages of any sort as a result of a termination in whole or in part under this provision. Contractor shall insert in all subcontracts that subcontractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

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

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

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

Qualified Insurer

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

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

<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 limit 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 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

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

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

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that the services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “HH” above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract bid price shall include full compensation for providing all required professional services, in accordance with required specifications, or scope of service, as specified herein or when applicable, in the Attachment A (Scope of Work/Park Specifications) and Attachment C (Price Bid Sheet) attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions

included in this Contract.

- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word “day” or “days” herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- FF. Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

*The Soto Company.:

Print Name	<u>Joe Soto</u>	Title	<u>President</u>
Signature	<u>[Signature]</u>	Date	<u>10-23-13</u>
Print Name	<u>Carol Soto</u>	Title	<u>Sec/Treasurer</u>
Signature	<u>[Signature]</u>	Date	<u>10-23-13</u>

* Pursuant to California Corporations Code Section 313, 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. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

County of Orange, a political subdivision of the state of California

Print Name	<u>Lynn Collins</u>	Title	<u>Deputy Purchasing Agent</u>
Signature	_____	Date	_____

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD per G.C. SEC 25103, RESO 79-1535 ATTEST:

Date: 10/24/13APPROVED AS TO FORM:
COUNTY COUNSELBy [Signature]

ATTACHMENT A
SCOPE OF WORK**1. DEFINITIONS**

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

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

“**County**” means the County of Orange.

“**Daily**” means every day of the normal work week, Monday through Friday, **with the exception of Trash and Hardscape areas, daily means Monday through Sunday, including all holidays.**

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

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

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

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

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

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

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

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

“**NPDES**” means the National Pollutant Discharge Elimination System.

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

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

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

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

“**Turf Area**” means all developed turf areas of the listed County Regional Park.

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

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

2. GENERAL REQUIREMENTS

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

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

3. CONTROL OF WORK

- A. Performance Standards: The Scope of Work defines the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide thorough maintenance of the turf and landscaped areas including irrigation system repair, trimming, and pruning of shrubs, and weed control.
- B. Inspector: County shall designate an Inspector to inspect the work performed and administer the on-site provisions of the Contract.
- C. Deficient Performance:

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

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

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

b. Minor Deficiencies:

- 1) An additional amount equal to the percentage incomplete times the value for each item from the Payment Deduction Schedule will also be deducted and forfeit from payments to the Contractor.
- 2) On certain activities the Contractor will be granted partial payment when it completes the work after the schedule time yet still within acceptable limits. These activities, partial payments and time limits are shown on the Payment Deduction Schedule.

c. Major Deficiencies:

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

d. Inspection/Administration Cost Limitation:

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

6) Criteria:	ADMINISTRATION	INSPECTION	TOTAL
	2 hr.wk	5.0 hr. wk.	7.0 hr. wk.

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

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

***Make up categories:**

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

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

4. WORK SCHEDULES**A. Annual Schedule**

1. The Contractor shall submit an annual schedule to the Inspector for approval. The schedule shall indicate the time frames when the work shall be accomplished.
2. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
3. The items of work shall be performed Monday through Friday with the exception of trash. Trash will be emptied daily, Monday through Sunday, according to Performance Schedule below. Contractor shall indicate days of actual performance on weekly schedule.
4. Mowing shall only be performed on Tuesdays, Wednesdays and Thursdays (except major holidays) unless authorized by Inspector.

B. Monthly Schedule

1. The Contractor shall submit a monthly schedule form to the Inspector, which will be provided, to indicate the major items of work completed and further delineate the time frames for accomplishment by day of the week and by morning and afternoon.

2. The Contractor shall complete the schedule for each item of work and each area of work.
3. The initial schedule shall be submitted on or by the effective date of Contract. Thereafter it shall be submitted monthly on the day mutually agreed upon by Contractor and Inspector.
5. Changes to the schedule shall be received by Inspector at least twelve (12) hours prior to the scheduled time for the work.
6. Failure to notify Inspector of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work even though the work is performed on a subsequent day.
7. Contractor shall adjust all schedules to compensate for all holidays.

C. Performance During Inclement Weather

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

5. SECURITY

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

6. CONTRACTOR EMPLOYEES

- A. Background/Security All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall perform background/security checks of each employee and shall maintain a copy of the background/security check.

- B. Health All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in any buildings. Neither shall the Contractor allow the use of alcohol or drugs on the premises or in buildings.
- C. Conduct No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly or acceptably, or otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this work.
- D. Supervision Contractor shall provide an on-site supervisor or foreman Monday – Friday, 8 hours per day who shall be present at all times during Contract operations, and who shall be responsible for both the conduct and workmanship. Foreman shall be an independent supervisor with no routine labor responsibilities. Foreman will supervise contractor's staff at both locations of Dana Point Harbor and the Beach facilities. Foreman will report current conditions and repair issues to Park Maintenance Supervisor and Dana Point Harbor Department supervisor daily. The supervisor or foreman shall be able to communicate effectively in both written and oral English and be available by cell phone.
- E. Training Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in landscape maintenance services.
- F. Telephones Telephones shall not be used by Contractor or its employees at any time while operating any equipment or motorized vehicle in performance of the work under this Contract. However, calls for emergency services to 911 or to report need of medical aid, fire, or need of law enforcement are permitted.

7. DAMAGE

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

8. MATERIALS

- A. Chemicals Contractor shall have a listing of proposed chemicals prepared by a licensed California Pest Control Advisor to include commercial name, chemical components, concentration rates and usage and provide Material Safety Data Sheets (MSDS) for all chemicals. Chemicals shall only be applied by those persons possessing a valid California Pest Control Advisor's License. All applications shall be in strict accordance with all governing regulations and to limit drift to a maximum of six (6) inches. Records of the original proposed listing and all operations starting dates, time, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of one (1) year after completion of this Contract. All organic or inorganic fertilizers listing dates, times, quantity, names of applicators, weather conditions, and method of application must be maintained and

EXHIBIT B

OC Community Resources
Landscape West Management Services, Inc. dba Palo Verde

MA-012-14010623
Attachment A – Scope of Work

submitted monthly to Inspector for NPDES reporting. Current pesticide regulations are posted at http://www.cdpr.ca.gov/docs/legbills/rulepkgs/11-004/text_final.pdf.

- B. Supplies Contractor shall furnish at its expense all materials required to perform the work under this Contract, to include, but not limited to, irrigation system repairs, irrigation system damage, vegetation controls materials, turf grass seed or sod, and with approval, plants, shrubs, ground cover, and trash bags.

9. TRASH DISPOSAL

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

10. GENERAL ENVIRONMENTAL REQUIREMENTS

A. Sound Control

1. The Contractor shall comply with all County and local City sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract, and shall make every effort to control any undue noise from the operation.
2. Each internal combustion engine used for any purpose on the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated in performance of the work without said muffler.
3. The noise level from the Contractor's operations between the hours of 7 a.m. and 5 p.m., Monday through Sunday, shall be in accordance with the County Ordinance covering "Noise Control".
4. The noise level from the Contractor's operation during the above specified times shall not exceed 86 DBA at a distance of fifty (50) feet. "When utilizing leaf blowers noise level shall not exceed (65 DBA). An acceptable model for a low noise blower is "The Quiet 1", or any other approved equal conforming to the noise level listed above. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.
5. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, mowers, or tractors that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

B. Water Conservation

1. Whenever possible the use of water shall be minimized, particularly during cleanup operations.
2. All irrigation supply systems shall be kept in good working condition and leaks shall be repaired promptly.
3. Nothing in this section shall relieve the Contractor from adequately maintaining any area in accordance with these specifications.

4. Contractor shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements as set forth in Paragraph 23 (Pollution Controls) of the Contract and Best Management practices in regards to water pollution.

C. Air Pollution

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

I. STANDARD WORK (BID ITEMS 1 – 13)

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

PERFORMANCE SCHEDULE

Month	Work	Frequency
January, February, March, November, December	Mow and mechanical edge	Every other week
April, May, June July, August, September, October	Mow and mechanical edge	Weekly
January through December (All Year)	<ul style="list-style-type: none"> Empty all trash cans and collect trash within surrounding five foot diameter area Empty all trash cans and collect trash within surrounding five foot diameter Inspect and adjust irrigation system..... Clean all hardscape areas, including sidewalks and patios (No blowers in facilities located in the City of Laguna Beach-sweeping only).... Clean all beach fire pits of wood and debris and surrounding area within five foot diameter of fire pit..... 	<p><u>Twice Daily</u> (including) May 1st through Labor Day, 1st pull and hand-pick completed by 9:00 am and 2nd pull & hand-pick completed between 2:00pm & 4:00pm. Additional trash pick up (hand-pick) on ALL sand areas (complete beach area) at Strands and Salt Creek only from 5:00 pm to 7:00 pm, 7 days a week from Memorial Day through Labor Day.</p> <p><u>Daily</u>-1 day after Labor Day through April 30th by 9:00 am.</p> <p>Daily</p> <p>Daily</p> <p>Monday and Thursday</p>

EXHIBIT B

OC Community Resources
Landscape West Management Services, Inc. dba Palo Verde

MA-012-14010623
Attachment A – Scope of Work

January through December (All Year)	<ul style="list-style-type: none"> Clean drinking fountains..... Rake all debris from under shrubs and trees..... Rake all playgrounds..... Sweep all beach access ways of sand and debris (No blowers allowed in facilities located in facilities in the city of Laguna Beach)..... Trim non blooming shrubs..... Rototill sand playgrounds, and rake level... 	<p>Weekly</p> <p>Weekly</p> <p>Weekly</p> <p>Weekly</p> <p>Monthly</p> <p>Monthly</p>
January, February, March, November, December	Clean barbeques and grates and all debris within five foot diameter of the base	Weekly
April, May, June, July, August, September, October	Clean barbeques and grates and all debris within five foot diameter of the base	Monday and Thursday
February/March	Aerate turf	Once

***Contractor shall provide the following minimum weekly staffing thresholds in performance of the Standard Work Bid Items listed above for all South Coastal Facilities:**

Mowing Crew: 3 staff members
Landscape Crew: 3 staff members
Irrigation Crew: 3 staff members (1 staff member shall be a Certified Irrigation Specialist (CIS) on an as-needed basis and will supervise and oversee all work completed by Irrigation Technicians)

Facility Maintenance/Trash Crew: 4 staff members
*Contractor Supervisor/Foreman: 1 staff member

*Must be able to effectively communicate in English, and be available by cell-phone and email. Foreman will NOT be assigned by company owner/supervisor or be responsible for daily routine landscaping duties or repairs. Foreman must inspect all areas by truck on a DAILY basis and direct crew to areas in need of work. Foreman will inform park supervision of maintenance issues and projects on a daily basis.

Bidders must provide staffing numbers and hours for each location on Page 1 and 2 of “Attachment C”, Price Bid Sheet. NOTE – Awarded Contractor is required to provide the required level of service, including sufficient personnel and trucks to accomplish all work according to the daily schedule in the Scope of Work regardless of actual hours listed.

The following sections detail the specific requirements for the Standard Work Bid Items. Bid Sheet (Attachment C) includes the Standard Work Bid Items for each location within South Coastal Operations.

1. TURF MOW

A. All turf grass areas shall be mowed on Tuesdays, Wednesdays and Thursdays:

- Once every week between April 1st and November 1st
- Once every other week between November 2nd and March 31st

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

Cutting heights and methods shall be:

- | | | |
|--------------------|---------------------|-------------------|
| • Bluegrass/Fescue | June thru September | 3" reel or rotary |
| | October thru May | 2" reel or rotary |
| • St. Augustine | Year Round | 2-1/4" |
| • Bermuda | Year round | 3/4" |

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

Grass clippings are not to be collected. All glass, paper, leaves and other debris shall be removed and disposed of offsite prior to mowing. No blowers are permitted in Laguna Beach Locations in accordance with city code.

All walkways, drains, turf, roadways, shelters or other areas dirtied by mowing operations (including clippings) shall be cleaned and all debris removed and disposed of prior to completion of each day's mowing operations.

2. TURF EDGE – MECHANICAL

- A. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.
- B. Mechanical methods shall be used except where physically not possible or practical.
- C. Mechanically trim around and under all anchored or stationary picnic tables. Other areas will be trimmed by hand. Chemicals shall be used as specified in the Contract.

3. TURF EDGE – CHEMICAL (IF REQUIRED)

- A. Chemical application shall be used on areas such as planters, buildings, along asphalt trails/paths, around sports field equipment, fence lines, around sprinkler heads, etc. where mechanical edging is not physically not possible or practical.
- B. A registered agricultural, ornamental turf dye (color red or blue) shall be used as necessary when applying chemicals for monitoring purposes.
- C. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.

- D. Contractor shall use non-restricted chemicals only to perform chemical edging. Chemicals shall be recommended and approved by the Inspector prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the Inspector a minimum of fourteen (14) days prior to intended use. Notice of Intent form shall be provided by County. No work shall begin until Inspector's approval is obtained.
- E. Chemicals shall only be applied in compliance with field directions and California Department of Pesticide Regulations and under the supervision of persons possessing a valid California Qualified Applicators License/Certificate. Records methods of applications, chemical formulations, applicators name and weather conditions, authorizations stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Orange County Department of Agriculture regulations.
- F. Chemicals shall be applied to limit drift to six inches (6"). All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.
- G. Chemical edging shall be restricted to a four inch (4") wide strip around buildings, planters, asphalt trails/paths, sprinkler heads, and other projections, a twelve inch (12") wide strip around trees, sports field equipment and fence lines and a four inch (4") wide strip on both side of vehicle access roads.
- H. Spraying of channels to eliminate unwanted vegetation in selected areas shall be determined by Inspector. When authorized, Aqua Master or comparable chemicals shall be used in these water way channel areas strictly following label directions to prevent harm to fish or other aquatic life.
- I. Chemical edging shall be performed a maximum of once every sixty 60 days.
- J. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's operations or the end of the day, whichever occurs first.

4. LANDSCAPE MAINTENANCE

- A. Weeds shall be removed manually, through cultivation dependent upon planting concentration and location. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time they are first visible. **"Weed-eater" or similar equipment shall NOT be utilized to remove weeds.**

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

- B. All ground cover and shrubs shall be trimmed to restrict growth from sidewalks, facility entrances or other access ways.
- C. All shrubbery shall be trimmed, shaped and thinned at the appropriate season or times of the year based on the species of shrub to produce healthy growth, symmetrical appearance, removal of dead, damaged or diseased branches.

All cuts shall be made sufficiently close to the parent stem so that the healing can readily start under normal conditions. All branches 1" or greater shall be undercut to prevent splitting. All equipment utilized shall be clean, sharp and expressly designed for shrub and tree pruning.

- D. All trimmings and debris shall be removed and **disposed of off-site** at the end of each day's work.
- E. All walkways, roadways or other areas dirtied by landscape maintenance operations shall be cleaned and all debris removed and disposed of prior to completion of each day's operation.

5. FACILITY MAINTENANCE

A. SPECIALTY AREAS

Hard Surface Areas:

These areas shall include basketball courts, sidewalks, bike paths and picnic shelters.

All areas, **including all stairs** shall be swept with a street broom or blown daily to remove all deposits of silt and/or sand and all debris. (**No blowers permitted at City of Laguna Beach locations**)

On Thursday of each week, all Hardscape areas shall be thoroughly cleaned by sweeping with street brooms or blowers (**No blowers permitted at City of Laguna Beach locations**).

B. GENERAL FACILITY OPERATIONS

One day each week all drinking fountains shall be cleaned with a non-toxic cleaner.

Minor repairs to drinking fountains, to include but not limited, unclogging drains and adjustment of water flow, shall be part of weekly maintenance.

All animal feces or other materials detrimental to human health shall be removed from all areas daily.

All debris and sand shall be swept off sidewalks, play equipment steps, beach access stairways, wooden board walk, concession stairways, outdoor shower areas, basketball courts, bicycle trails, A.C. walkways, and platforms daily.

All areas shall be raked to remove leaves and debris as necessary.

All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.

Barbecue grill and fire pit cleaning-SEE PERFORMANCE SCHEDULE pages 10-11

Trash Removal - **SEE PERFORMANCE SCHEDULE page 10**. Contractor shall provide dark colored 2 mil. plastic liners for all trash cans, at Contractor's expense.

Trash shall be removed from receptacles when trash bags are **½ or more full**. All areas within a five foot diameter area of the can shall be hand-picked daily for trash and debris removal. Trash will be removed if less than ½ full if there is an offensive odor from the trash. Trash will be considered "pulled or "removed" when the trash is placed in contractor's truck. Trash is not to be laid and tied on the ground for more than 10 minutes.

Other.

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

IMPORTANT NOTICE

Driving on the sand must be done with the utmost care and caution. No driving below the high tide line at any time between March 1st through August 31st, due to Grunion spawning.

Note: A four-wheel drive vehicle will be required to access various services areas.

6. IRRIGATION SYSTEM

The following irrigation inspection and repair consists of all the following areas: Dana Point Harbor, Aliso Beach Park, including Aliso Inland, Salt Creek Beach, including Bluff Park, Selva Parking lot, Capistrano Beach Park. All beach access way irrigation is included. Beach access way irrigation systems are located at West Street, Table Rock and Thousand Steps.

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

The Contractor shall be responsible for the complete management, operation and maintenance of all controllers and irrigation systems. The Contractor shall ensure that the systems are in good working and repairable condition at all times. The Contractor shall employ a State of California certified plumber for all work involving backflow devices. The Contractor shall provide maintenance to keep all irrigation systems in proper working order including results of vandalism, pilferage, vehicular damage, utility repair, building repair, system fatigue, erosion, natural disasters, and damaged caused by animals (e.g., gophers, etc.) to all irrigation valves, electrical wires, controllers, irrigation sprinkler heads, irrigation lines, remote controllers, any and all parts of the irrigation system. Contractor is not responsible for backflow maintenance under this contract.

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

The repair work to the existing sprinkler system consists of locating and repairing or replacing defective and broken electric and manual valves, valve control boxes, metal irrigation valve pit covers, controllers, controller boxes, electrical wiring (between clock and valves), controller

pedestals, sprinklers heads, risers, water lines, automatic and manual drains, backflow preventers, air vacuum breakers, all types of fittings (tees, unions, nipples, clamps, etc.), pipes and underground sleeves used for water lines (regardless of how deep the systems are placed in the ground). Sprinkler heads and valve control boxes shall be flush with the ground and smooth. Services covered by the Contract are for maintenance of the existing system(s) only. New irrigation systems are outside the scope of this Contract but may be added. All used and /or replaced parts shall be turned in to the Inspector at the end of each day.

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

C. Irrigation System Inspection

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

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

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

3. Irrigation Inspection Schedule A schedule shall be submitted to the Inspector at the start of the Contract showing the location, time of day that each irrigation system will be tested. Any changes to the Irrigation Inspection Schedule shall be submitted to the Inspector for approval prior to enactment.

4. Daily Reports Contractor shall submit daily reports (“Dailies”) to Inspector itemizing work completed and parts replaced.

D. Certified Irrigation Specialist (CIS)/Irrigation Technician

1. Contractor shall provide at least one (1) Certified Irrigation Specialist (CIS) as defined below on an as-needed basis.
2. **Certified Irrigation Specialist (CIS)** – A person that is currently certified through any of the following:
 - a. California Landscaper Contractor’s Association (CLCA),
 - b. Irrigation Association (IA),
 - c. Rain Bird Academy, OR
 - d. Any other industry recognized irrigation certification training for CIS which shall be approved by County.
3. The CIS shall supervise and oversee all work completed by Irrigation Technician(s).
4. Contractor shall provide all appropriate and current documentation or certification of in-house CIS assigned to this Contract at time of bid or Sub-contracted CIS at time of award.
5. Contractor may Sub-contract the CIS.
6. Contractor is to provide quarterly updates of CIS certification to County DPA.
7. Contractor is responsible to provide Alternate CIS with the same or less hourly rate in the absence of assigned CIS in this Contract. Contractor shall provide the County all appropriate and current documentation or certification of Alternate CIS.

Irrigation Technician

1. Contractor shall provide two (2) Irrigation Technicians as defined below.
2. **Irrigation Technician** – A person with minimum of three (3) years training and must be able to work at replacing and repairing irrigation lines and equipment.
3. Irrigation Technicians must be able to effectively communicate in English and have a wireless communication device such as a cellular phone available.
4. Irrigation Technicians shall remain on site for a minimum of eight (8) hours per day, Monday through Friday 7:30 AM – 4:00 PM except when leaving to obtain irrigation parts.
5. Irrigation Technicians shall be required to carry a basic inventory of required irrigation parts to complete necessary repairs.
6. Irrigation Technicians shall make all necessary Standard Work minor repairs and adjustments to the irrigation system, and spot water to prevent any stressed turf or plant areas. Major repairs shall be made in accordance with the Major Irrigation Repair Work procedures. Special emphasis shall be placed on all turf and planter beds that require additional watering to eliminate any stress throughout the facility.

The Inspector may determine special areas that require additional attention.

7. The Irrigation Technicians shall be thoroughly trained in the operation of irrigation controllers to appropriately program the controller clocks to achieve healthy growth while at the same time conserving water use in accordance with State and local water conservation mandates.
8. Irrigation Technicians shall have the ability to make all irrigation repairs as requested by the Inspector.
9. One Irrigation Technician shall be assigned to irrigation repair in Dana Point Harbor and one will repair irrigation at the Beach facilities.
10. Irrigators are **NOT** to supplement other routine labor, such as trash pulling, landscaping or mowing duties.

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

E. Adjustments, Damages and Repairs

1. Adjustments, damages and repairs shall be divided into the following categories and actions:
 - a. All irrigation heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads, lines, emitters, and screens and removal of obstructions. Adjustments shall be included in the Standard Work for maintenance of the irrigation system.
 - b. All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the work day at the Contractor's expense. This shall include damage caused by water to vehicles in the Park.
 - c. Damage and repairs for causes other than the Contractor's operations shall be divided as follows:
 - 1) Minor Repairs. Minor repairs shall include replacement of adjusting pins, washers, trip assemblies and other small parts. Drip irrigation system lines, filters, screens and emitters shall be flushed and cleaned. The Contractor will clear obstructions and correct malfunctions that do not require the replacement of any parts. The cost for minor repairs to the irrigation system shall be included in the Standard Work.
 - 2) Major Repairs. Major repairs shall include all items other than small parts and will be paid in accordance with the provisions of Major Irrigation Work Repair (Bid Price Sheet - Attachment C).

2. Repairs to the irrigation system shall be completed within twelve (12) hours after approval by the Inspector on major component damage such as broken irrigation lines, defective or broken valves and within forty-eight (48) hours after approval by the Inspector on repairs to sprinkler heads and other minor items.
3. All replacements shall be with original type and model materials unless a substitute is approved by the Inspector. Contractor shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on parts or equipment covered by warranty.
4. Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
5. Contractor shall turn in all parts replaced to Inspector. County shall not be liable for payment of any part not turned into Inspector.

7. TURF AERATION

- A. All turf areas shall be aerated once per year, between February 15 and March 15.
- B. Aeration shall be accomplished by removing 1” diameter by 2” deep cores at a maximum spacing of 6” by use of a mechanical aeration machine. Contractor shall aerate first in one direction (East to West) then repeat the operation in the opposing direction (North to South).
- C. Contractor shall flag all irrigation heads and valves (**RCV/Gate**) to avoid damage.
- D. All cores shall be removed from the turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating.
- E. All walkways, roadways, trails, landscaped areas or other areas dirtied by aeration operations shall be cleaned and all debris disposed of offsite prior to the completion of this operation or the end of the day, whichever occurs first.

II. MAJOR IRRIGATION REPAIR WORK

Bid items are broken down by parts category on Bid Price Sheet (Attachment C).

Prior to the start of any Major Irrigation Repair Work, the Contractor shall obtain written authorization from the Inspector. However, if the Inspector is unavailable, the Contractor shall make necessary repairs on sprinklers and line breaks 2” and smaller only, and submit documentation and damaged items to the Inspector. If the Contractor discovers a malfunction or obstruction that requires a replacement part, the Contractor is authorized to make the appropriate repairs in an amount not to exceed \$100.00 based on the Major Irrigation Repair Work (Bid Sheet - Attachment C).

The Contractor shall then complete repairs within the timeframes as specified in the section entitled Irrigation System above, e.g., within twelve (12) hours after approval on major components, and within forty-eight (48) hours after approval on sprinkler heads and minor items.

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

III. EXTRA WORK

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

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

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

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

1. DETHATCH TURF

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

2. ADDITIONAL TURF MOWS

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

3. WEED CONTROL – CRABGRASS

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

4. WEED CONTROL – BROADLEAF

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

5. WEED CONTROL – BROAD SPECTRUM FUNGICIDE

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

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

1. A registered agricultural, ornamental turf dye (color blue or red) shall be used when applying chemicals for monitoring purposes.
2. All restricted chemicals to be used to control weeds shall be approved by the Inspector prior to use. A written recommendation of the proposed restricted chemicals to be used, prepared by a licensed California Pest Control Advisor accompanied by a Notice of Intent to apply restricted/non-restricted materials form prepared by a licensed Pest Control Operator shall be submitted to Inspector a minimum of fourteen (14) days prior to intended use.

Additionally, Contractor shall notify the Orange County Department of Agriculture a minimum of twenty-four (24) hours prior to intended use. No work shall begin until appropriate approval is obtained.

Written recommendation shall include the following information:

- (a) Owner or operator of the property to be treated;
 - (b) Location of property to be treated;
 - (c) Commodity, crop or site to be treated;
 - (d) Total acreage or units to be treated;
 - (e) Identification of weed(s) or pest(s) to be controlled by recognized common name;
 - (f) Name of each herbicide or device recommended, or description of method recommended;
 - (g) Dosage rate per acre or other units, dilution rate, and volume per acre;
 - (h) Warning of the possibility of damages by the application from hazards that are known to exist; and
 - (i) Signature and address of the person making the recommendation, the date and the name of his employer if applicable.
3. Chemicals shall only be applied under the supervision of persons possessing a valid California Qualified Applicators license in the appropriate category. Application shall be in accordance with all governing regulations. Records of all written recommendations and operations stating dates, times, methods of application, approved Notice of Intent to apply restricted/non-restricted materials, applicators names and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year.

Inspector shall have access to those files as required. After this period they shall be retained in accordance with Orange County Department of Agriculture Regulations.

4. Contractor shall calibrate all chemical application equipment prior to each use to insure chemicals are applied at the rate specified in the written recommendations.
5. All rubber hoses shall be made of neoprene rubber or equivalent material; shall be free of cracks; shall not be weathered, worn or rotted; and shall be equipped with quick connectors or fittings which shall provide a water tight connection to prevent any leakage of chemicals from the point of connection to spray equipment.
6. All pressurized spray equipment, when in use, shall be kept in a state of good repair, safe to operate and shall be equipped with appropriate pressure regulators, pressure gauges and pressure relief valves. All spray nozzles shall be free of any foreign particles to allow proper control of rate, uniformity, thoroughness and safety of applications.
7. All chemical spraying operations shall be performed under acceptable climatic conditions to be determined by the Inspector and in such a manner to limit drift to six inches (6"). All precautionary measures necessary shall be employed to insure public safety since all areas will be open to public access during application.
8. All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants or animals from residues of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label. Cleaning of Contractor's equipment shall not be permitted on County property.
9. All damages resulting from Contractor's operations shall be repaired or replaced at Contractor's expense.
10. Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.

6. EXTRA WORK LANDSCAPE MAINTENANCE SERVICES

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

PARK SPECIFICATIONS - Poche

Park and areas to be serviced **Poche**: located at Camino Capistrano & Pacific Coast Highway, North San Clemente, CA

This includes all turf, landscape and hardscape areas from street to beach.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	0	Acres (approx.)
Mechanical Edging	0	Linear feet (approx.)
Irrigation Controller	0	Each
Playgrounds	0	Each
Barbeques	0	Each
Drinking Fountains	0	Each
Trash Cans-(and stab each at a 5' dia.)	2	Each
Weeding-hand/planter Beds	0	Each
Weed Abatement-(grass in sand)	1/4	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs	20	Linear feet (approx.)
Sidewalks	200	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

PARK SPECIFICATIONS - Capistrano Beach Park

Park and areas to be serviced **Capistrano Beach Park**: located at 35005 Beach Road, Capistrano Beach, Ca. 92675

This includes all turf, landscape and hardscape areas from street to beach.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	0	Acres (approx.)
Mechanical Edging (lg. & small planters)	1800	Linear feet (approx.)
Irrigation Controller	1	Each
Playgrounds	0	Each
Barbeques	0	Each
Fire Pits	5	Each
Drinking Fountains	1	Each
Trash Cans-(and stab each at a 5' dia.)	15	Each
Weeding-hand/planter Beds	12	Each
Weed Abatement	0	Acres (approx.)
Basketball Courts	1	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs	0	Linear feet (approx.)
Sidewalks-(north & south of entrance)	1700	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

PARK SPECIFICATIONS – Dana Point Harbor

Park and areas to be serviced **Dana Point Harbor:** located at 24654 Dana Harbor Drive, Dana Point, CA 92629 *****Inspector for this location only is: Paul Lawrence, Operations Manager OC Dana Point Harbor, Office Phone: (949) 923-2286 Mobile: (949) 285-7122. All other locations are inspected by OC Parks staff.**

This includes all turf, landscape and hardscape areas from street to park perimeter or as designated on the attached Park Map.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	7.5	Acres (approx.)
Mechanical Edging	10,308	Linear feet (approx.)
Irrigation Controller	13	Each
Playgrounds	0	Each
Barbeques	25	Each
Drinking Fountains	10	Each
Trash Cans-(and stab each at a 5' dia.)	140	Each
Weeding-hand/planter Beds (incl. bridge)	53	Each
Weed Abatement-(Base of Cliffs, water fall area, Cove Rd. to Golden Lantern)	1.0	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains (Cove rd. area and side of bridge)	800	Linear feet (approx.)
Accessways/Stairs (bridge, baby beach, Puerto Pl.)	210	Linear feet (approx.)
Sidewalks	12,650	Linear feet (approx.)
Topiary Hedge (whale)	1	Each

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

PARK SPECIFICATIONS – Strand Beach & Selva Parking Lot

Park and areas to be serviced **Selva Parking Lot and Strand Beach:** located at 34001 Selva Rd, Dana Point, Ca. 92629

This includes all turf, landscape and hardscape areas from street to city operated perimeter sidewalk.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf (upper lot)	2.2	Acres (approx.)
Mechanical Edging	7,800	Linear feet (approx.)
Irrigation Controller	2	Each
Playgrounds	0	Each
Barbeques	0	Each
Drinking Fountains	1	Each
**Trash Cans-(and stab each at a 5' dia.) @ lot and beach	40	Each
Weeding-hand/planter Beds	4	Each
Weed Abatement	0	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs	0 (Not included)	Linear feet (approx.)
Sidewalks (Boardwalk at bottom)	100	Linear feet (approx.)

****Please Note: Contractor is required to perform an additional and complete trash pick up (hand-pick) on entire sand area at Strand Beach from 5:00 pm to 7:00 pm, seven (7) days a week, Monday through Sunday, from Memorial Day through Labor Day.**

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight

PARK SPECIFICATIONS – Salt Creek Beach Park

Park and areas to be serviced **Salt Creek Beach Park**: located at 33333 So Pacific Coast Hwy, Dana Point, CA. 92629

This includes all turf, landscape and hardscape areas from top parking lot to beach.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf (top p-lot, south and north restrooms)	3.2	Acres (approx.)
Mechanical Edging (along north service rd and bike trail, Acacia)	2660	Linear feet (approx.)
Irrigation Controller	4	Each
Playgrounds	0	Each
Barbeques-north & south restroom	2	Each
Drinking Fountains	4	Each
**Trash Cans-(and stab each at a 5' dia.)	36	Each
Weeding-hand/planter Beds (top and bottom of facility)	33	Each
Weed Abatement (large Acacia planter)	4.8	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains (Acacia planter)	1000	Linear feet (approx.)
Accessways/Stairs	350	Linear feet (approx.)
Sidewalks (front of concession and bathrooms)	1000	Linear feet (approx.)

****Please Note: Contractor is required to perform an additional and complete trash pick up (hand-pick) on entire sand area at Salt Creek Beach from 5:00 pm to 7:00 pm, seven (7) days a week, Monday through Sunday, from Memorial Day through Labor Day.**

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	5:00 am-12:00 midnight	5:00am-12:00 midnight	5:00 am-12:00 midnight	5:00am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight

PARK SPECIFICATIONS – Bluff Park

Park and areas to be serviced **Bluff Park:** located at 33333 So. Pacific Coast Hwy, Dana Point, Ca. 92629

This includes all turf, landscape and hardscape areas from Ritz Carlton Drive to turf perimeter.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	11.3	Acres (approx.)
Mechanical Edging	4300	Linear feet (approx.)
Irrigation Controller	2	Each
Playgrounds	0	Each
Barbeques	12	Each
Drinking Fountains	1	Each
Trash Cans-(and stab each at a 5' dia.)	42	Each
Weeding-hand/planter Beds	0	Each
Weed Abatement	0	Acres (approx.)
Basketball Courts	1	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs	30	Linear feet (approx.)
Sidewalks (bike trail ocean side of park)	3240	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight	5:00 am-12:00 midnight

PARK SPECIFICATIONS – Aliso Beach Park/Treasure Island

Park and areas to be serviced: **Aliso Beach Park, including Treasure Island**, located at 31131 S. Pacific Coast Hwy. South Laguna Beach, CA. 92652. ***No blowers permitted in Laguna Beach locations in accordance with city ordinance.**

This includes all turf, landscape and hardscape areas from street to beach.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf/Mowing	.60	Acres (approx.)
Mechanical Edging	2000	Linear feet (approx.)
Irrigation Controller	2	Each
Playgrounds	1	Each
Barbeques	0	Each
Fire Pits	7	Each
Drinking Fountains	2	Each
Trash Cans-(& stab at a 5' dia.)	40	Each
Weeding-hand/planter Beds (playground area)	5	Each
Weed Abatement/PCH Slope	1.0	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Sidewalks	1015	Linear feet (approx.)
Accessways/Stairs (Treasure Island and bridge over creek)	175	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

PARK SPECIFICATIONS – Aliso Inland Parking Lot

Park and areas to be serviced: **Aliso Inland Parking Lot** located at 31136 S. Pacific Coast Hwy, South Laguna Beach, CA 92652 ***No blowers permitted in Laguna Beach locations in accordance with city ordinance**

This includes all turf, landscape and hardscape areas from street to perimeter fence.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	1.4	Acres (approx.)
Mechanical Edging	2410	Linear feet (approx.)
Irrigation Controller	1	Each
Playgrounds	0	Each
Barbeques	0	Each
Drinking Fountains	1	Each
Trash Cans-(& stab at a 5' dia.)	14	Each
Weeding-hand/planter Beds-PCH side	1	Each
Weed Abatement	0	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs (at bridge)	30	Linear feet (approx.)
Sidewalks	810	Linear feet (approx.)
Tunnel sweeping	80	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

PARK SPECIFICATIONS – Camel Point Beach

Park and areas to be serviced: **Camel Point Beach**, located at Camel Point Drive and PCH, So. Laguna Beach, CA. 92651 ***No blowers permitted in Laguna Beach locations in accordance with city ordinance.**

This includes all turf, landscape and hardscape areas from street to beach. Vehicle access is through an automatic gate with code #.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	0	Acres (approx.)
Mechanical Edging-(2 access way edges)	760	Linear feet (approx.)
Irrigation Controller	0	Each
Playgrounds	0	Each
Barbeques	0	Each
Drinking Fountains	0	Each
Trash Cans-(& stab in a 5' dia.)	8	Each
Weeding-hand/planter Beds (along two access ways)	4	Each
Weed Abatement	.5	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs (2)	320	Linear feet (approx.)
Sidewalks	0	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

PARK SPECIFICATIONS – West Street Beach

Park and areas to be serviced **West Street:** located at West Street & S. Pacific Coast Highway South Laguna, CA 92651. ***No blowers permitted in Laguna Beach locations in accordance with city ordinance.**

This includes all turf, landscape and hardscape areas from street to beach.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	0	Acres (approx.)
Mechanical Edging (both sides of access way and top of stairs)	610	Linear feet (approx.)
Irrigation Controller	1	Each
Playgrounds	0	Each
Barbeques	0	Each
Drinking Fountains	0	Each
Trash Cans-(and stab each at a 5' dia.)	6	Each
Weeding-hand/planter Beds (top of stairs and sides of stairs)	5	Each
Weed Abatement	.5	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains (north side of steps, u/ground spring drainage)	30	Linear feet (approx.)
Accessways/Stairs	305	Linear feet (approx.)
Sidewalks (top of stairs)	30	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

PARK SPECIFICATIONS – Table Rock Beach

Park and areas to be serviced **Table Rock:** located at 31583 Pacific Coast Hwy., South Laguna Beach, CA. 92651 ***No blowers permitted in Laguna Beach locations in accordance with city ordinance.**

This includes all turf, landscape and hardscape areas from street to beach.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	0	Acres (approx.)
Mechanical Edging (both sides of access way)	720	Linear feet (approx.)
Irrigation Controller	1	Each
Playgrounds	0	Each
Barbeques	0	Each
Drinking Fountains	0	Each
Trash Cans-(and stab each at a 5' dia.)	4	Each
Weeding-hand/planter Beds (both sides of access)	2	Each
Weed Abatement	.2	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs	360	Linear feet (approx.)
Sidewalks	0	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

PARK SPECIFICATIONS – Thousand Steps Beach

Park and areas to be serviced **Thousand Steps**: located at 31967 So Pacific Coast Hwy., South Laguna Beach, CA. 92652 ***No blowers permitted in Laguna Beach locations in accordance with city ordinance.**

This includes all turf, landscape and hardscape areas from street to beach.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	0	Acres (approx.)
Mechanical Edging (both sides of access way)	600	Linear feet (approx.)
Irrigation Controller	1	Each
Playgrounds	0	Each
Barbeques	0	Each
Drinking Fountains	1	Each
Trash Cans-(and stab each at a 5' dia.)	10	Each
Weeding-hand/planter Beds (both sides of access)	2	Each
Weed Abatement	.3	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs	300	Linear feet (approx.)
Sidewalks	0	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-9:00 pm	6:00 am-9:00 pm	6:00 am-9:00 pm	6:00am-9:00 pm	6:0 am-9:00 pm	6:00 am-9:00 pm	6:00 am-9:00 pm

PARK SPECIFICATIONS – Laguna Royale Access

Park and areas to be serviced **Laguna Royale Access**: located at 31423 Pacific Coast Hwy, So. Laguna Beach, CA. 92651. ***No blowers permitted in Laguna Beach locations in accordance with city ordinance**

This includes all turf, landscape and hardscape areas from street to beach.

PARK SPECIFICATIONS AND FACILITIES TO BE SERVICED

Turf	0	Acres (approx.)
Mechanical Edging (side of stairs, bottom half)	100	Linear feet (approx.)
Irrigation Controller	0	Each
Playgrounds	0	Each
Barbeques	0	Each
Drinking Fountains	0	Each
Trash Cans-(and stab each at a 5' dia.)	1	Each
Weeding-hand/planter Beds	0	Each
Weed Abatement	0	Acres (approx.)
Basketball Courts	0	Each
Volleyball Courts	0	Each
Park Channels/V Drains	0	Linear feet (approx.)
Accessways/Stairs	280	Linear feet (approx.)
Sidewalks	0	Linear feet (approx.)

Note: The preceding area measurements are provided solely for informational purposes. If any Contractor requires additional information, the Contractor may take any measurements desired at the job walk or by appointment.

Operational Hours of Serviced Facility:

FACILITY HOURS OF OPERATION	MON	TUE	WED	THUR	FRI	SAT	SUN
Regular hours facility is open to public and employees All Year.	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm	6:00am-10:00 pm	6:0 am-10:00 pm	6:00 am-10:00 pm	6:00 am-10:00 pm

APPENDICES

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

**ATTACHMENT B
COMPENSATION & PAYMENT TERMS**

1. **Compensation:** This is an annual fixed price Contract not to exceed **\$385,760.00** for the term of the Contract between County and Contractor.

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

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

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

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

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

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

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

- (1) Invoice number
- (2) Invoice period (dates)
- (3) Brief Description of Item/Service,
- (4) Total Amount Requested,
- (5) Contractor's Federal Tax ID Number, and
- (6) Contract number (MA-012-14010623)
- (7) Name of facility

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

EXHIBIT B

*OC Community Resources
The Soto Company*

*IFB# 012-612617-LC
Attachment B – Compensation & Payment Terms*

Invoices shall be mailed to:
OC Community Resources (OCCR)
Attn: Accounts Payable
1770 North Broadway, Fourth Floor
Santa Ana, CA 92706-2642

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

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

ATTACHMENT C – PRICE SHEET
LANDSCAPE MAINTENANCE FOR ALL SOUTH COASTAL OPERATIONS

STANDARD WORK BID ITEMS #1-13: Regular Landscape Maintenance Service: (Please indicate the monthly price to perform services in accordance with the Scope of Work and Individual Park Specifications for each location set forth in this Contract, with the exception of *Turf Aeration - Please indicate the one-time annual bid price for this service)

	Bid Item #1	Bid Item #2	Bid Item #3	Bid Item #4	Bid Item #5	Bid Item #6
Service Description	Poche Beach	Capistrano Beach Park	Dana Point Harbor	Strand Beach/Selva Parking Lot	Salt Creek Beach Park	Bluff Park
Turf Mow	N/A	N/A	\$950.00	\$450.00	\$250.00	\$575.00
Mechanical Edge	N/A	\$50.00	\$150.00	\$95.00	\$150.00	\$125.00
Landscape Maintenance	\$75.00	\$175.00	\$250.00	\$175.00	\$500.00	\$475.00
Facility Maintenance	\$50.00	\$50.00	\$550.00	\$75.00	\$200.00	\$75.00
Irrigation System	N/A	\$100.00	\$2,950.00	\$1,200.00	\$2,500.00	\$2,500.00
Trash Removal (cans and stab)	\$120.00	\$730.00	\$4,200.00	\$1,200.00	\$1,050.00	\$875.00
TOTAL MONTHLY BID PRICE	\$245.00	\$1,105.00	\$9,050.00	\$3,195.00	\$4,650.00	\$4,625.00
*Turf Aeration (Annual price)	N/A	N/A	\$575.00	\$275.00	\$150.00	\$575.00
TOTAL ANNUAL BID PRICE	\$2,940.00	\$13,260.00	\$109,175.00	\$38,615.00	\$55,950.00	\$56,075.00
Total number of workers per week	1	1	2	1	2	1
Total labor hours per week	10	10	40	24	40	24

EXHIBIT B

OC Community Resources
The Soto Company

MA-012-14010623
Attachment C – Price Sheet

	Bid Item #7	Bid Item #8	Bid Item #9	Bid Item #10	Bid Item #11	Bid Item #12	Bid Item #13
Service Description	Aliso Bch Park/ Treasure Island	Aliso Inland Parking Lot	Camel Point Beach	West Street Beach	Table Rock Beach	Thousand Steps Beach	Laguna Royale Access
Turf Mow	\$975.00	\$425.00	N/A	N/A	N/A	N/A	N/A
Mechanical Edge	\$125.00	\$75.00	\$75.00	\$25.00	\$25.00	\$25.00	\$25.00
Landscape Maintenance	\$250.00	\$50.00	\$75.00	\$115.00	\$25.00	\$95.00	\$75.00
Facility Maintenance	\$50.00	\$150.00	\$95.00	\$115.00	\$75.00	\$75.00	\$75.00
Irrigation System	\$500.00	\$150.00	N/A	\$50.00	\$75.00	\$75.00	N/A
Trash Removal (cans and stab)	\$500.00	\$500.00	\$95.00	\$150.00	\$140.00	\$340.00	\$50.00
TOTAL MONTHLY BID PRICE	\$2,400.00	\$1,350.00	\$340.00	\$455.00	\$340.00	\$610.00	\$225.00
*Turf Aeration (Annual price)	\$95.00	\$50.00	N/A	N/A	N/A	N/A	N/A
TOTAL ANNUAL BID PRICE	\$28,895.00	\$16,250.00	\$4,080.00	\$5,460.00	\$4,080.00	\$7,320.00	\$2,700.00
Total number of workers per week	1	1	1	1	1	1	1
Total labor hours per week	16	16	12	12	12	12	12
TOTAL BID ITEMS 1 THROUGH 13 - MONTHLY COST					\$28,590.00		
TOTAL BID ITEMS 1 THROUGH 13 - ANNUAL COST					\$344,800.00		

EXHIBIT B

OC Community Resources
The Soto Company

MA-012-14010623
Attachment C – Price Sheet

STANDARD “AS NEEDED” ITEMS FOR VARIOUS SOUTH COASTAL FACILITIES

BID ITEM	QUANTITY	UNIT	DESCRIPTION/LOCATION	UNIT COST	ANNUAL COST
14	1	ea	Dethatch /Selva Parking Lot and Strand Beach	\$1,875.00	\$1,875.00
15	1	ea	Dethatch/Salt Creek Beach Park	\$2,350.00	\$2,350.00
16	1	ea	Dethatch/Dana Point Harbor	\$3,350.00	\$3,350.00
17	1	ea	Dethatch/Bluff Park	\$750.00	\$750.00
18	1	ea	Dethatch/Aliso Beach Pk and Treasure Island	\$750.00	\$750.00
19	1	ea	Dethatch/Aliso Inland Parking Lot	\$1,200.00	\$1,200.00
20	1	ea	Aeration/Selva Parking Lot and Strand Beach	\$95.00	\$95.00
21	1	ea	Aeration/Salt Creek Beach Park	\$75.00	\$75.00
22	1	ea	Aeration/Dana Point Harbor	\$125.00	\$125.00
23	1	ea	Aeration/Bluff Park	\$75.00	\$75.00
24	1	ea	Aeration/Aliso Beach Park and Treasure Island	\$25.00	\$25.00
25	1	ea	Aeration/Aliso Inland Parking Lot	\$75.00	\$75.00
26	4	ea	Additional Turf Mow/Selva Parking Lot and Strand Beach	\$95.00	\$380.00
27	4	ea	Additional Turf Mow/Salt Creek Beach Park	\$125.00	\$500.00
28	4	ea	Additional Turf Mow/Dana Point Harbor	\$125.00	\$500.00
29	4	ea	Additional Turf Mow/Bluff Park	\$95.00	\$380.00
30	4	ea	Additional Turf Mow/Aliso Beach Park and Treasure Island	\$75.00	\$300.00
31	4	ea	Additional Turf Mow/Aliso Inland Parking Lot	\$95.00	\$380.00
32	2	ea	Turf Edge-Chemical/Aliso Beach	\$25.00	\$50.00
33	2	ea	Turf Edge-Chemical/Dana Point Harbor	\$25.00	\$50.00
34	2	ea	Turf Edge-Chemical/Bluff Park	\$25.00	\$50.00
35	1	acre	Weed Control Crabgrass/Various	\$1,250.00	\$1,250.00
36	1	acre	Weed Control-Broadleaf/Various	\$1,250.00	\$1,250.00
37	1	acre	Weed Control-Broad Spectrum Fungicide/Various	\$125.00	\$125.00
TOTAL BID ITEMS 14 THROUGH 37 (ANNUAL COST):				\$15,960.00	

ATTACHMENT C – PRICE SHEET**LANDSCAPE MAINTENANCE FOR SOUTH COASTAL OPERATIONS**
MAJOR IRRIGATION REPAIR

Irrigation bid prices for line items 38-89 shall reflect unit cost and include 15% markup. Note: the annual usage is only estimated and the actual numbers repaired may be more or less.

FOR INFORMATION ONLY, NOT INCLUDED IN SCORING

LINE ITEM	SPRINKLER HEADS	UNIT COST (EACH) PLUS 15% MARK-UP
38	I-40 Stainless Steel	\$175.00
39	Hunter PGP 8"	\$75.00
40	Rainbird 1800 Series	\$25.00
41	Rainbird ¾" Quick Coupler w/locking cap rubber	\$125.00
42	Rainbird 1" Quick Coupler w/locking cap rubber	\$150.00

NIPPLES 40/80

42	½" PVC 3" or 4"	\$1.00
43	½" PVC 6" or 8"	\$1.25
44	½" PVC 10" or 12"	\$1.50
45	½" PVC 14" or 16"	\$2.00
46	¾" PVC 3" or 4"	\$2.00
47	¾" PVC 10" or 12"	\$5.00
48	1" PVC NIPPLE 3"	\$10.00

EXHIBIT B

*OC Community Resources
The Soto Company*

*MA-012-14010623
Attachment C – Price Sheet*

NIPPLES/40/80

49	1" PVC NIPPLE 4"	\$12.00
50	1" PVC NIPPLE 6"	\$12.00
51	1" PVC NIPPLE 8"	\$15.00
52	1" PVC NIPPLE 10"	\$15.00
53	¾" PVC 14" or 16"	\$10.00
54	1" PVC 14" or 16"	\$10.00
55	½" T	\$1.25
56	¾" T	\$1.50
57	1" T	\$2.00
58	1-1/2" T	\$2.25
59	2" T	\$5.00

COUPLINGS/40/80

60	½" PVC, Various	\$1.00
61	¾" PVC, Various	\$1.50
62	1" PVC	\$1.50
63	1" PVC Slip Fix	\$50.00
64	1¼" PVC, Various	\$5.00
65	1½" PVC, Various	\$7.50
66	2" PVC, Various	\$10.00

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Attachment C – Price Sheet

COUPLINGS/40/80

67	1" PVC Male Adapter	\$1.25
68	1" PVC Female Adapter	\$1.25
69	1" PVC Elbow	\$1.00

PIPE

70	½" PVC Schedule 10 Linier Feet	\$10.00
71	¾" PVC Schedule 40, 10 Linier Feet	\$15.00
72	1" PVC Schedule 40, 10 Linier Feet	\$20.00

VALVE REPAIR

73	Rainbird Bleed Plug	\$25.00
74	Rainbird Bonnet Assembly 1"	\$75.00
75	Rainbird Bonnet Assembly 1¼"	\$100.00
76	Rainbird Bonnet Assembly 1½"	\$150.00
77	Rainbird Bonnet Assembly 2"	\$200.00
78	Rainbird Diaphragm 1"	\$50.00
79	Rainbird Diaphragm 1¼"	\$75.00
80	Rainbird Diaphragm 1½"	\$100.00
81	Rainbird Diaphragm 2"	\$200.00
82	Rainbird Plastic Valve Box	\$100.00
83	Rainbird Plastic Valve Box Cover	\$50.00

VALVE REPLACEMENT

84	Rainbird 1" RCV- EFA Series	\$300.00
85	Rainbird 1¼" EFA Series	\$350.00
86	Rainbird 1½" RCV-EFA Series	\$350.00
87	Rainbird 2" RCV- EFA Series	\$375.00
88	3" Gate Valve	\$475.00
89	4" Gate Valve	\$575.00

FOR ITEMS NOT LISTED ON THIS BID SHEET: *Cost plus 15 % Markup

Materials not listed above:

*For all materials with a cost in excess of \$100.00 a copy of Contractor's invoice is required for reimbursement. **Estimated Annual Cost for Major Irrigation Repairs:** **\$25,000.00**

Fixed hourly rate for extra work to include labor plus all overhead:

LINE ITEM	CLASSIFICATION	HOURLY RATE	EST. ANNUAL EXTRA LABOR HOURS	EST. ANNUAL COST
90	Landscape Maintenance Labor General	\$25.00	250 hours	\$6,250.00
91	Irrigation Technician	\$55.00	250 hours	\$13,750.00
92	In House *CIS staff (as-needed basis)	\$75.00	250 hours	\$18,750.00
93	Sub-contracted *CIS (as-needed basis)	\$95.00	250 hours	\$23,750.00
94	Foreman/Supervisor	\$95.00	100 hours	\$9,500.00

*(CIS) Certified Irrigation Specialist

93. **MONTHLY CONTRACT BREAKDOWN FOR EVALUATION OF COST
ADJUSTMENT (ALL LOCATIONS)**

Labor	<u>65</u>	%
Materials	<u>15</u>	%
Equipment	<u>15</u>	%
Fuel	<u>5</u>	%

ATTACHMENT C – PRICE SHEET**94. EQUIPMENT TO BE USED IN PERFORMANCE OF THIS CONTRACT:****SPECIALTY CREWS:**

Tree/Shrub	<u>365</u>	hr/yr.
Pruning Crew	<u>365</u>	hr/yr.
Spray Crew	<u>65</u>	hr/yr.
Mow Crew	<u>395</u>	hr/yr.

*Equipment: (Specify)

Mowing Equipment	<u>624</u>	hr/yr.
Trucks	<u>2920</u>	hr/yr.
Misc. Equipment	<u>1875</u>	hr/yr.

***Four-wheel drive vehicle will be required to access various services areas covered under this contract.**

PEST CONTROL:

Qualified Advisor
 Name Mr. Joe Soto
 License No: 97996
 Category: QAL

Qualified Applicator
 Name M. Javier Comparan
 License No: 82282
 Category: QAC









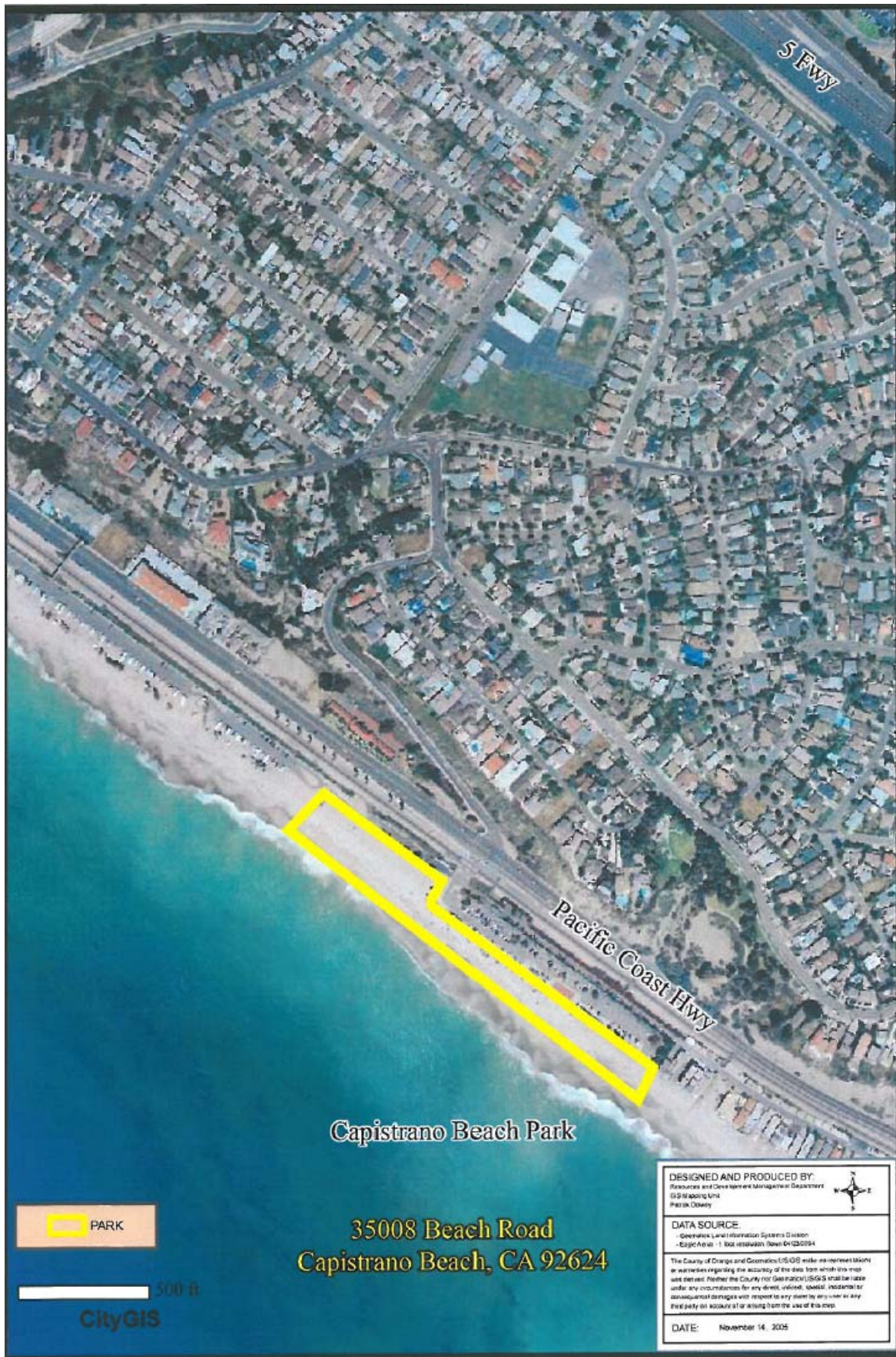


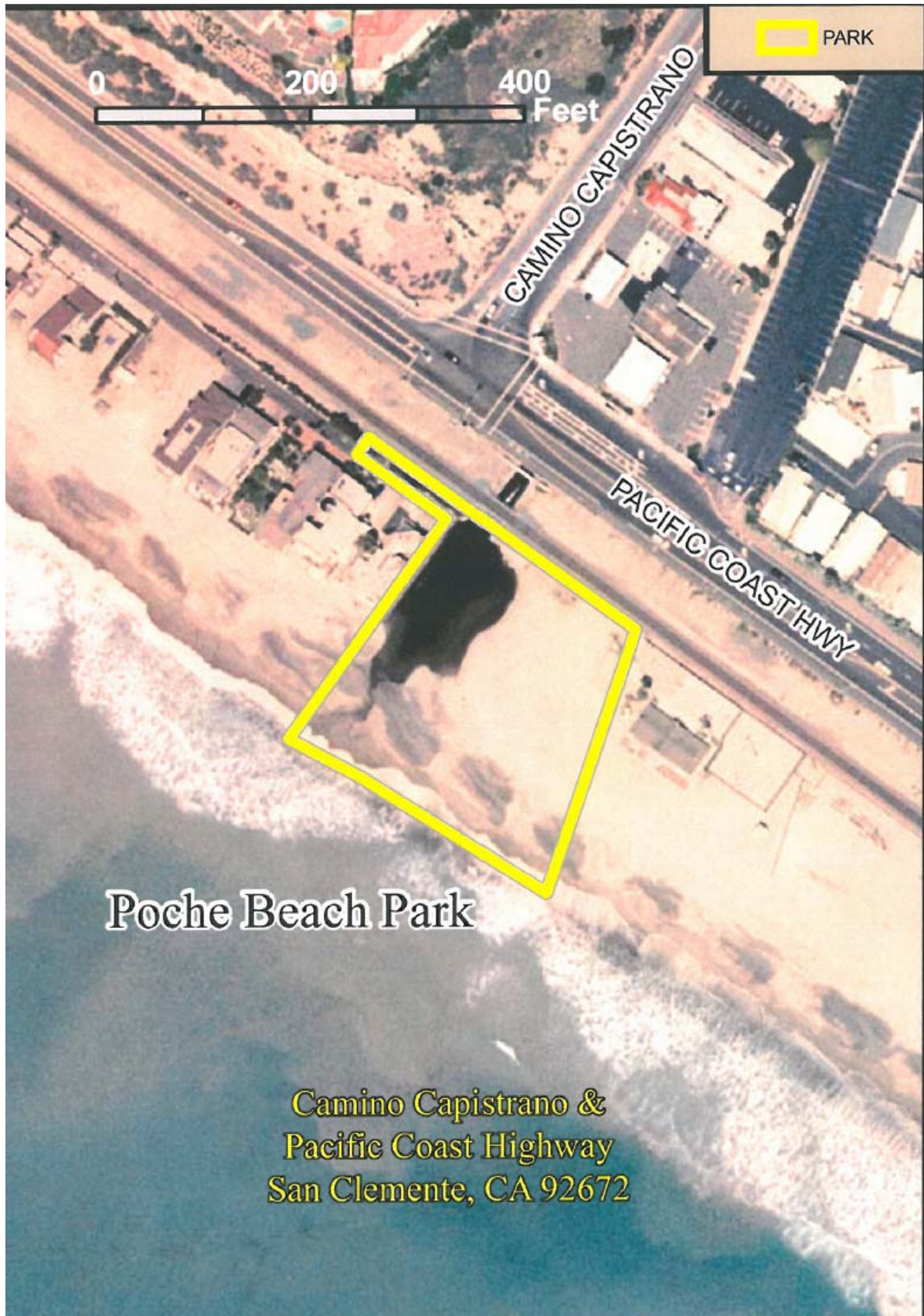
Baby Beach
Dana Point Harbor Drive
at Cove Road



150 ft
CityGIS

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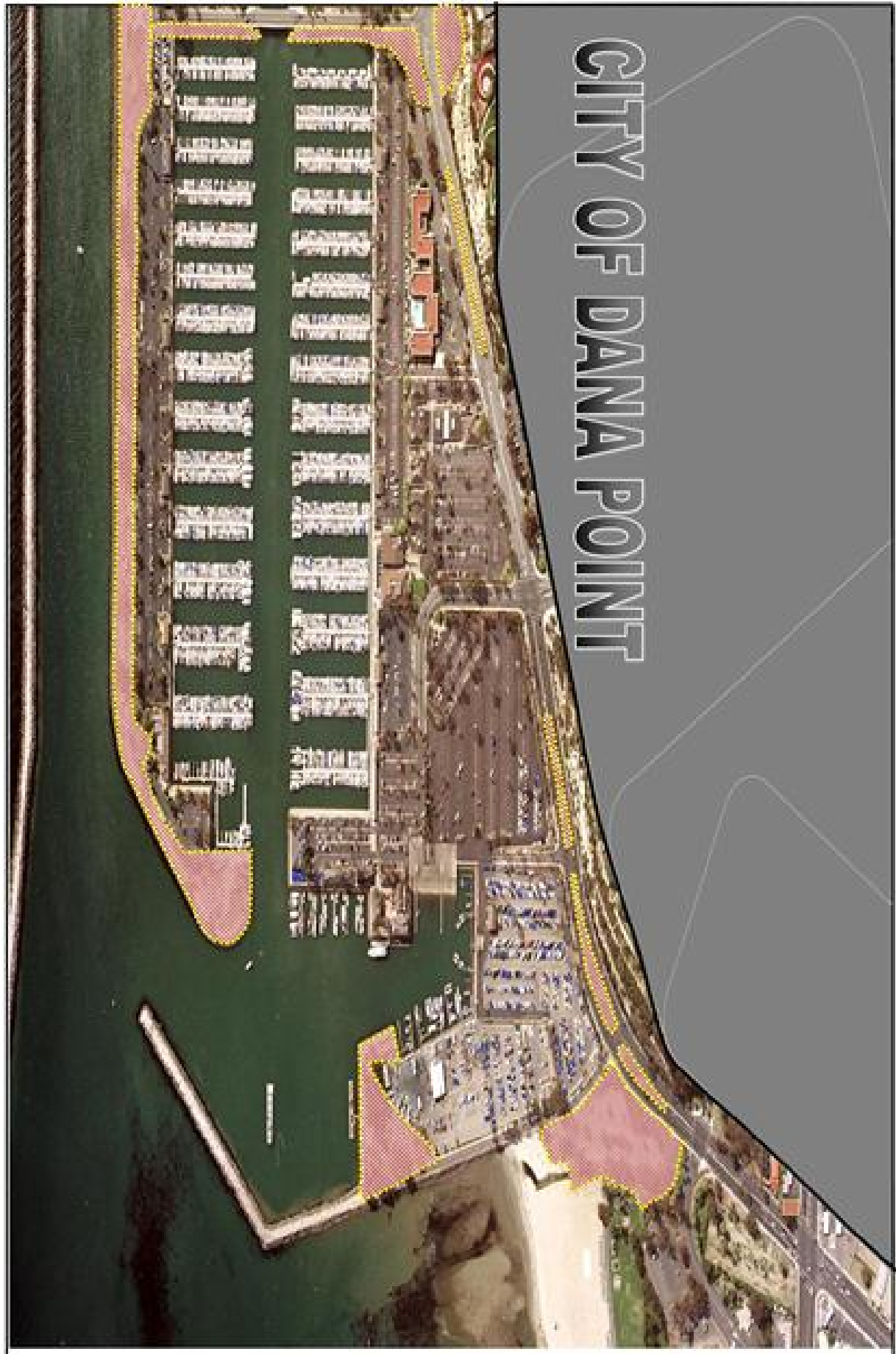




EXHIBIT B

OC Community Resources
The Soto Company

MA-012-14010623
Appendix 2 – Monthly Performance Schedule

MONTHLY PERFORMANCE SCHEDULE

Address: _____ Regional Park

FACILITY: _____

MONTH: _____

CONTRACT NO.: _____

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

OPTIONAL WORK

Additional Mow																																		
Additional Edge																																		
Fungicide Control																																		

Submitted by: _____

Date: _____

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

Comments: _____

Approved by: _____
INSPECTOR

Date: _____



DATE:

TO: Vendor

FROM: Inspector, OC Parks

Subject: PERFORMANCE DEFICIENCY CONTRACT NO. # _____

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

Facility: _____

Value: \$ _____ Per _____

Notification: Date: _____ Time: _____

Contractor's Representative _____ Fax _____ Phone _____

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

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

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

Inspector

Parks Division Manager

Cc: Buyer, OCCR/Purchasing & Contract Services

EXHIBIT B

OC Community Resources
The Soto Company

MA-012-14010623
Appendix 4 – Extra Work Authorization Form-General

FACILITY _____ DATE: _____

AUTHORIZATION EXTRA WORK LOCATION: _____

P.O.# _____ CONTROLLER: _____

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

_____ Maint. Inspec. AUTHORIZATION:
(\$2,000.00 Limit) Date: _____

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

DESCRIPTION OF WORK: _____

SUBCONTRACTOR: _____ ADDRESS: _____

MATERIALS:

QTY: ITEM: ESTIMATE: ACTUAL: QTY: ITEM: ESTIMATE: ACTUAL:

_____ \$ _____ \$ _____ \$ _____

_____ \$ _____ \$ _____ \$ _____

_____ \$ _____ \$ _____ \$ _____

EQUIPMENT:

_____ HRS. _____ HRS. _____ HRS. _____ HRS.

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

LABOR:

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

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

ESTIMATED EXTRA WORK COST: ACTUAL EXTRA WORK COST:

MATERIALS: \$ _____ MATERIALS:\$ _____ EQUIP.\$ _____

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

LABOR: \$ _____ 15% MARKUP:\$ _____ LABOR:\$ _____

TOTAL: \$ _____ TOTAL \$ _____

EXHIBIT B

OC Community Resources
The Soto Company

MA-012-14010623
Appendix 5 – Additional Mow Authorization Form

LANDSCAPE MAINTENANCE CONTRACT DATE: _____

FACILITY _____ Inspector Authorization
date: _____

AUTHORIZATION-ADDITIONAL MOW

P.O.# _____
Contractor

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

Require Date: _____ Total Cost \$ _____

Reason for Additional Mow:

NOTICE OF INTENT TO APPLY
RESTRICTED/NON-RESTRICTED MATERIALS

FACILITY: _____

DATE: _____

CONTRACTOR (PERMITTEE)

P.O.# _____

Inspector Authorization

(Non-Restricted) Date:

Sr. Maint. Tech. Authorization

(Restricted) Date: _____

LOCATION: _____

Proposed date of application: _____

Number of acres to be treated: _____

Type of equipment to be used: _____

Target pest(s): _____

Dilution rate: _____

Applicator Name: _____

(From label)

Registration # _____

License No. _____

Antidote _____

Ingrédients: _____

Active _____

Inert _____

Environnemental ChangesRe-Entry after spraying _____
(Hrs./Min.)

Criteria/Reason _____

NW

N

NE

W

TREATMENT

E

SW

S

SE

Submitted by: _____

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

PARK’S LOCATION: _____
DAILY IRRIGATION INSPECTION FORM

Controller: _____
Name of Irrigation Tech: _____
Date: _____
Day: _____

Start Time 1: _____
Start Time 2: _____
Start Time 3: _____

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

Landscape Condition

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

Quantity	Materials	Notes

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

NOTICE OF PESTICIDE APPLICATION STOP -READ BEFORE ENTERING

PESTICIDE TRADE NAME: _____

ACTIVE INGREDIENT (S): _____

SIGNAL WORD: _____

TARGET PEST(S): _____

SPECIFIC AREAS SITE TO BE TREATED: _____

PRECAUTIONS: _____

DATE & TIME POSTED: DATE: _____; TIME: _____ (AM_PM)

DATE & TIME OF SCHEDULED APPLICATION: DATE: _____; TIME: _____ (AM_PM)

DATE & TIME OF RE-ENTRY: DATE: _____; TIME: _____ (AM_PM)

CONTACT NAME: _____ (CAPITOL LETTERS)

DEPARTMENT: _____

EMERGENCY TELEPHONE NUMBER: _____ (COLLECT CALL)

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

For further information contact any of the following:

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

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