



**CONTRACT MA-012-16011609
FOR
WEED ABATEMENT & FUEL MODIFICATION SERVICES**

This Contract MA-012-16011609 for Weed Abatement & Fuel Modification Services, 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 Purchasing & Contract Services, 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 and **Igi's Landscape Services LLC**, with a place of business at **313 S Andres Place, Santa Ana, CA 92704** hereinafter referred to as ("Contractor"), with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, 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 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 Weed Abatement & Fuel Modification Services; and

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

NOW, THEREFORE, Parties mutually agree as follows:

ARTICLES

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 and Deliverables, which is attached hereto as Attachment A and incorporated by this reference.
2. **Contract Term:** 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 (4) additional 1 year periods from that date, unless otherwise terminated by County. The County is not obligated to give a reason if it elects not to renew. Contract renewals may require County Board of Supervisors approval.
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 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 or otherwise introducing material changes to the scope 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. **Correspondence to Buyer:** Any correspondence related to the terms, prices and conditions of this Contract must be directed to the agency/department purchasing division to the attention of the assigned buyer. Correspondence not directed though the buyer for resolution will not be regarded as valid.
7. **Conflict of Interest:** 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.
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. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **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.

11. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

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

12. **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 of race, color, national origin, or ancestry, religion, sex, marital status, political affiliation, physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

13. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
14. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. 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.
15. **Wage Rate Penalty:** Pursuant to the provisions of the Labor Code Section 1775, Contractor shall forfeit to County, as a penalty, the sum of Twenty-five Dollars (\$25.00) for each calendar day, or portion thereof. For each laborer or worker employed, paid less than the stipulated prevailing rates for work done under this Contract, by Contractor or by subcontractors, in violation of the provisions of this Contract.
16. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.
17. **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.

18. **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.
19. **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.
 20. **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.
 21. **Licenses:** Contractor and his subcontractors, if any, shall, at all times during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entity.
 22. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
 23. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
 24. **News/Information Release:** Contractor agrees that it shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from County through County's Inspector. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from County's Inspector.
 25. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

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

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

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

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

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

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

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

27. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of County's Program Manager and Contractor 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: Igi's Landscape Services LLC
Attn: Maria Ramirez
Phone: 714-418-1667
email: igi@igislandscape.com

County: County of Orange
OC Community Resources
Purchasing & Contract Services
Attn: Frank Prado, Deputy Purchasing Agent
13042 Old Myford Road
Irvine, CA 92602
e-mail: frank.prado@occr.ocgov.com

Cc: County of Orange
 OC Community Resources / OC Parks
 Attn: Jeremy Hampton, Maintenance Support Manager
 13042 Old Myford Road
 Irvine, CA 92602
 e-mail: jeremy.hampton@ocparks.com

28. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
29. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
30. **Re-procurement Costs:** In the case of default by Contractor, County may procure the service from other sources and, if the cost is higher, Contractor shall be held responsible to pay County the difference between the Contract cost and the price paid. County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.
31. **Contractor Name Change:** An Amendment is required to change the Contractor's name as listed on this Contract. Upon receipt of legal documentation of the name change, the County will process the amendment. Payment of invoices presented with new name cannot be paid prior to approval of said amendment.
32. **Contractor Bankruptcy/Insolvency:** If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of Contractor's insolvency, County may terminate this Contract.
33. **Cooperative Agreement – Price Agreement (PA):** The provisions and pricing of this Contract will be extended to other political sub-divisions and County of Orange agencies/departments. 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. These entities 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 the use of this contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this agreement into an electronic commerce system.
- The Contractor shall be required to maintain a list of the cooperatively participating County agencies/departments and other political sub-divisions that have used this Contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to the County lead agency.
34. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
35. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in

writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

COUNTY GENERAL TERMS AND CONDITIONS:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services 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 indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, 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 subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent To Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **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/services furnished by the Contractor under this Contract. ; 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, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance

requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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

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

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

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

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

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

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 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.

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 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.

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

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.

***Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the scope of 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, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- 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 services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **(Intentional left blank):**
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- 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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- 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 Indemnities") 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 Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

- Signature page follows-

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

*IGI'S LANDSCAPE SERVICES LLC

MARIA G. RAMIREZ PRESIDENT
 Print Name Title

 03/01/16
 Signature Date


Ignacio Ramirez Manager
 Print Name Title

 03/01/16
 Signature Date


* 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 of 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

By: 
 Print Name: F.I. TUI TELEAPAGA
 Title: PROCUREMENT MANAGER
 Date: 4/2/2016

APPROVED AS TO FORM:

By: 
 Print Name: Michael A. Harts
 Title: Deputy County Counsel
 Date: 3/3/16

ATTACHMENT A
SCOPE OF WORK/ SPECIFICATIONS

S-1 GENERAL 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.

“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.

“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.

“Purchasing Agent” means the County Purchasing Agent or his designees, authorized to act on the Purchasing Agent's behalf in regards to this Contract.

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

S-2 DESCRIPTION OF WORK

Contractor shall furnish all labor, materials, tools, tractors and safety equipment necessary to cut and remove all new growth including dead vegetation and debris from slopes, v-ditches and flat parcels on various County properties. Work consists of mowing, discing, flailing, and weed whipping by hand for weed abatement and fuel modification. Contractor shall comply with all Federal, State, County and local regulations. Locations will be countywide in areas of Orange County/OC Parks Rights-of-Ways. County shall not be responsible or liable for any equipment or possessions that are lost, stolen, or damaged. Scheduling of work shall be authorized and directed by Park Inspector.

The purpose is to provide a reasonable degree of safety, fire prevention, erosion control and aesthetic reasons on County right-of-ways by removing flammable materials.

Contractor shall be able to provide the minimum required equipment and manpower listed below:

- A. One (1) “track loader tractor” or “rubber track tractor” equipped with dirt type pads and grousers worn not to exceed manufacture’s specifications.
- B. One (1) double throw disc.
- C. One (1) truck transports with tilt trailer.
- D. One (1) rubber tire tractor.
- E. Two (2) high side hydraulic dump trucks equipped with rear flashing lights and traffic control cones, all equipment shall have fire extinguisher capabilities.
- F. Contractor shall have sufficient resources available to respond to work requirements as required by OC Parks. All transportation of equipment and personnel to and from the job site shall be arranged by the Contractor, at his expense.

- G. The Contractor shall be responsible for making available sanitary amenities and/or portable toilet for all his personnel. Aforementioned sanitary amenities or portable toilet shall meet the standards of state and local laws.

S-3 LICENSES

Contractor shall be an individual or firm licensed to do business in California and shall possess a current and valid C-27 Landscaping license issued by the California Contractors State License Board (CSLB) required by law for accomplishing any work required in connection with this Contract.

S-4 WORKING HOURS

Contractor shall conduct all operations between 7 a.m. and 4 p.m. during the normal work week, Monday through Friday on all Park facilities/Right-of-Ways. If Contractor desires to work hours or days other than as provided, Contractor may request schedule change with Park Inspector.

S-5 DUST CONTROL

Contractor shall perform his operations in such a manner as to limit dust. Contractor shall not create dust in such a quantity as to violate the AQMD regulations.

S-6 PARKING CONTROL

Parked cars may interfere with the work to be performed. Therefore Contractor shall be required to post, maintain, and subsequently remove temporary "Tow Away No Parking" signs along the streets work is to be performed with no less than 72 hours prior to the start of said work. Contractor will furnish signs per sample provided by County. Contractor shall fill in day and date for scheduled work. Contractor shall be responsible for replacing any signs which are damaged or removed in order to maintain notice to the public. Contractor shall be responsible for the removal of all temporary "Tow Away No Parking" signs upon completion of the work in posted area.

S-7 SAFETY

Contractor shall perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during all operations and to maintain safe conditions of premises and right of ways at all times, including safely stored equipment, machines and materials. This includes compliance with local County, State or other legal intents and terms of the applicable OSHA and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and Agency against injury or damage to their property.
<http://www.casqa.org/>

S-8 LOCATION OF WORK

Work locations for this Contract will include various OC Park facilities and County Right-of-Ways. This Contract does not include work on any interstate freeway or highway, state highway, state maintained highway, or Private Street, in County or contracted cities. County Staff will be contacted when jurisdiction of a street or highway is in question.

S-9 IDENTIFICATION AND SCHEDULING OF WORK

A. Routine Work

1. Contractor shall provide County a written quote for work that is within the parameters of the Contract.
 - a. Quote shall contain all required line items, line item price, and number of work units, line item total and job total.
 - b. Contractor will start work within five working days upon written or verbal notification from Park Staff.
2. County shall provide Contractor a work order with authorization to proceed.

- a. The work order shall include a detailed explanation of work requested, location, County contact information, and any special instructions or alerts.
- b. Upon receipt of authorization to proceed and work order, Contractor shall coordinate with County on anticipated start date.
- c. Additional or add on work shall not be performed without new and/or an updated quote and approval in writing by County.

B. Delays:

1. Contractor shall be responsible for notifying County if weather or other conditions exist that precludes starting or continuing with any work.

C. Access Gates:

1. Contractor shall be provided with keys to the access gates upon request. Contractor shall return all keys upon completion of work and prior to request for payment. For each key not returned, the sum of One Hundred dollars (\$100.00) will be deducted and forfeited from any payment due to Contractor.
2. Contractor shall keep all access gates closed except when entering and leaving the worksite. Contractor shall close and lock all access gates at the end of each working day. In the event that County is called out to a gate left open by Contractor, the sum of Two Hundred and Fifty dollars (\$250.00) based on minimum call back payments, will be deducted and forfeited from any payment due to Contractor.

S-10 NOTIFICATION OF WORK

Contractor shall notify Park Inspector at least twenty-four (24) hours in advance of commencement of work.

S-11 APPROVAL OF WORK

Contractor shall provide Park Inspector with a list of project locations requiring final inspection within two working days of completion. The list may be verbal or emailed to Park Inspector. Park Inspector shall notify Contractor of any deficiencies within three (3) business days. Correction of work shall be required within seven (7) calendar days of receipt of the notification by Park Staff. Should work not be corrected within the seven (7) days, Contractor shall be subject to a \$250.00 per day late penalty fee until the work is corrected. All work at a location shall be satisfactorily completed and approved by Park Inspector prior to final approval for payment of that location. Payment shall be made only for the actual work done and actual area worked upon any property as determined by measurements made by Park Inspector.

S-12 CONTRACTOR EMPLOYEES

- A. Background/Security. All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall perform background/security checks of each employee and shall maintain a copy of the background/security check.
- B. Health. All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person (s) under the influence of alcohol or drugs on the premises or in any buildings. Neither shall the Contractor allow the use of alcohol or drugs on the premises or in buildings.
- C. Conduct. No person (s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly or acceptably, or otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this work.
- D. Supervision. Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both the conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.

- E. Wireless Communication Devices. Wireless Communication Devices shall not be used by Contractor or its employees at any time while operating any equipment or motorized vehicle in performance of the work under this Contract. However, calls for emergency services to 911 or to report need of medical aid, fire, or need of law enforcement are permitted.

S-13 DEFICIENT PERFORMANCE

Liquidated Damages shall be applied to deficient performance and/or late completion. Parties hereto agree that it is impracticable or extremely difficult to determine actual damages the County shall sustain by reason of delay in performance. Therefore, Two Hundred Fifty Dollars (\$250.00) will be deducted and withheld from payments due or to become due to Contractor for each calendar day work is incomplete beyond the scheduled day. Contractor shall be granted extension of time and shall not be assessed Liquidated Damages for delays caused by acts of God.

S-14 PROTECTION AND RESTORATION OF EXISTING AREAS

Any damage to vehicles or property by Contractor shall be reported to the Park Inspector immediately or as soon thereafter as possible but in no event to exceed twenty-four (24) hours. Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of County, at Contractor's expense within three (3) days after notification of such damage by Park Inspector. Repairs and/or replacements shall be equal to original in all aspects.

S-15 EQUIPMENT AND TOOLS

Contractor shall furnish all hand tools, power equipment, fire extinguishers and safety equipment necessary to accomplish specified work. Contractor shall provide drinking water, sanitary amenities and/or portable toilet for all his personnel.

Contractor shall conform to all AQMD regulations, which may apply to the types of equipment utilized under this Contract. All internal combustion equipment must be equipped with an approved spark arrester and sufficient noise control devices when not equipped with turbo charger; included but not limited to tractors, weed eaters, chain saws.

The tractor used for pulling a disc shall be of a track layer type of the size and horsepower capable of pulling a double throw disc on slopes up to 35%. Tractor shall be a minimum of 90 horsepower at the flywheel. Certification of horsepower shall be provided. In addition, a rubber tire tractor for pulling a double throw, hydraulically actuated wheeled disc shall be provided for use in gentle terrain where frequent loading and unloading proves impractical. Tractor shall be a minimum of 50 horsepower at the flywheel, and certification of horsepower shall be provided.

All tractors will be equipped with an approved spark arrester when not equipped with turbo charger, (2) gallon pressurized water type fire extinguisher, and a shovel of a type and size suitable for putting out fires.

Hand tools shall include gas powered weed whips, chain saws, pitchforks, shovels, hoes, rakes, loppers and other tools and safety equipment (hard hats, vests, safety glasses, gloves, etc.) as required for the removal of weeds, debris, and vegetative growth.

To assist with invasive species control, all hand, power, or driven equipment, including vehicles, shall be cleaned to remove vegetation before entering a new, or leaving a work area.

S-16 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 4 p.m., Monday through Friday, shall be in accordance with the County ordinance covering "Noise Control".
4. The noise level from the Contractor's operation during the above specified times shall not exceed 86 DBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.
5. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, mowers, or tractors that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of lights warnings except those required by safety laws for the protection of personnel.

B. 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.

S-17 REQUIRED HAULING EQUIPMENT

Suitable flatbed hydraulic dump trucks with high sides for hauling are to be provided throughout handwork operations. All equipment shall be kept in good repair and conform to all State and local laws. All trucks shall be equipped with rear flashing lights and traffic control cones.

S-18 DEBRIS REMOVAL

All trash and debris shall be removed from work area by the end of each working day. At other times during the progress of work, when required, Contractor shall remove all surplus materials, rubbish, and debris resulting from the work. Work area shall be left in a neat, clean and acceptable condition as approved by Park Inspector. No stockpile of debris shall be allowed at the site. Please be alert of possible poison oak in certain areas.

S-19 DISPOSAL FEES

All costs for refuse disposal shall be considered as included in various items of work involved and no additional compensation will be allowed therefore. Contractor shall be responsible for all dump/disposal fees in all unit prices quoted. No disposal of any kind will be permitted on OC Parks property.

S-20 WEED ABATEMENT

Cut weeds and leave clippings and/or cut and remove all vegetation, regardless of condition, which is combustible in nature, such as weeds, brush, shrubs, bamboo, sagebrush, chaparral, tumbleweeds and grasses per Park Staff direction.

Vegetation will be cut to 3" above ground maximum height unless otherwise directed by Park Inspector. Removal shall include of all rubbish, litter, and poison oak.

No materials are to be left on a location to stockpile for later pickup.

Will be considered as included in Contract unit price bid per SQUARE FOOT in accordance with these specifications and no additional compensation will be allowed therefore.

S-21 FUEL MODIFICATION

Reduction (thinning and removal) of natural vegetation, such as chaparral, trees, litter, scrub oak or similar non-cultivated vegetative growth by 30 to 50 percent as required by the Park Staff. Vegetation roots shall be removed below ground and grasses at ground level. Contractor is to remove all rubbish and/or litter at the end of each day.

S-22 MOWING

Mowing equipment shall be of a commercial variety with a minimum cutting width of 4 feet in a single pass. It shall leave a finished product of all vegetation not exceeding 2" in height and 2" in length on the entire parcel.

Mowing of the parcel shall also include removal of any trash or debris which may be on the site.

Contractor shall mow those parcels indicated, to include flat and slope areas including assigned parkways between curb and sidewalk. Mowing of slope areas shall be accomplished by mechanical equipment such as an arm mower attached to a motorized tractor.

Mowers shall be equipped with safety guards to prevent or reduce throwing of rocks or other material that could result in injury or damage to persons or private property. Equipment shall be approved by Park Staff prior to starting any work.

This item of work also includes such hand work as is necessary, to cut vegetation on parkways, along fence lines, structures, V-ditches, and other obstructions that cannot be cut by mowing.

Will be considered as included in Contract unit price per ACRE in accordance with these specifications and no additional compensation will be allowed therefore.

S-23 DISCING

Weed Abatement by discing shall be performed in such a manner as to completely eliminate all standing weeds. Discing shall be accomplished by using a double throw disc at a depth of 6 inches to place all weeds under soil surface.

Where the nature of the soil is such that it is not receptive to the cutting edge of the discs, the areas shall be cross disced to reduce the magnitude of any exposed combustibles only as directed by Park Inspector.

Where the nature of the soil is such that is not receptive to the cutting edge of the disc being used being used and where the cross discing fails to meet the standards of the County, It shall be the responsibility of the Contractor to provide the proper equipment and hand labor at all times with the tractor operator pulling a disc for purposes of removal of perimeter weeds that are not removed by the discing method.

This shall be considered as part of the initial work and no additional compensation will be allowed.

S-24 HAND CLEANING AND HAULING

Whenever it is impractical by reason of topography, location of trees, shrubbery, buildings, fences or type of vegetative cover to disc and when authorized by the Park Inspector, the vegetation shall be removed or thinned by hand labor using hand labor type tools. The degree of hand labor to be accomplished on any parcel shall be specified by Park Inspector. All hand labor to remove the vegetation shall be completed at the time of discing. This shall be included in the unit rate for discing a lot.

Hand cleaning charges on parcels to be cleaned will include the loading and hauling of vegetative materials and/or rubbish that are to be removed to the nearest approved dump site, and all dump/disposal fees.

Travel time between properties and/or to and from the dump shall not be charged. This charge is to be included in the unit rate. The Contractor's charge for the truck and loader if used shall also be included as part of the unit rate.

All prices quoted shall include all dump/disposal fees, which are to be paid directly to the landfill site by the Contractor.

S-25 TRAIL BRUSHING

To ensure proper clearance for bikers and equestrian trail users and service vehicles, trails are to be trimmed and brushed per the following:

- Vertical height - clearance to 12 feet.
- Width (single and double track) – All vegetation shall be cleared a minimum of 3 feet on each side of trail.
- Tree branches – No limb over 4 inches in diameter shall be trimmed unless directed by Park Inspector.

S-26 FIRE ROAD TRIMMING

To ensure proper clearance for service and emergency vehicles, trails are to be trimmed and brushed per the following:

- Vertical Height – Fire Roads shall be maintained with a continuous 13 foot – 6 inch vegetation height clearance.
- Width – Fire Roads shall be maintained to provide a 28 foot wide vegetation clearance.

Activity	Unit of Measurement
Weed Abatement	
Cut and Leave	Per Square Foot
Cut and Remove	Per Square Foot
Fuel Modification	Per Square Foot
Mowing	Per Acre
Discing	Per Acre
Hand Cleaning & Hauling	Per Ton
Trail Brushing Height <6'	Per Linear Foot*
Trail Brushing Height 6'- 12'	Per Linear Foot*
Fire Road Trimming <6'	Per Linear Foot*
Fire Road Trimming 6' – 13'6"	Per Linear Foot*
*Linear footage of trail will include both sides of trail where applicable.	

ATTACHMENT B
COMPENSATION AND PAYMENT TERMS

\$600,000

- I. COMPENSATION:** This is an all-inclusive, usage Contract not to exceed **\$ 450,000.00** 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, labor, insurance, vehicles, tools, materials, overhead, travel, etc. required for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by 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.

- II. Fees and Charges:** County shall pay the following prices in accordance with the provisions of this Contract. Payment shall be as follows:

Line #	DESCRIPTION	Unit Cost	TOTAL
1.	Weed Abatement Removal of all weeds, brush, grasses and rubbish	Per SQ. FT.	\$0.0275
2.	Weed Abatement Non-Removal of weeds – Cut & Leave	Per SQ. FT.	\$0.0195
3.	Fuel Modification Removal of all weeds, brush, grasses, rubbish and reduction of natural vegetation by 30 to 50 percent.	Per SQ. FT	\$0.0275
4.	Mowing Vegetation not to exceed 2" in height and 2" in length.	Per Acre	\$250.00
5.	Discing Completely eliminate all standing weeds & place under soil surface.	Per Acre	\$200.00
6.	Hand Cleaning & Hauling	Per TON	\$88.00
7.	Trail Brushing Height <6'	Per Linear Ft	\$0.12
8.	Trail Brushing Height 6'- 12'	Per Linear Ft	\$0.24
9.	Fire Road Trimming <6'	Per Linear Ft	\$0.12
10.	Fire Road Trimming 6' – 13'6"	Per Linear Ft	\$0.24

- III. TERMS OF PAYMENT:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference price agreement 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 agency/department 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.

IV. PAYMENT (ELECTRONIC FUNDS TRANSFER (EFT)) - INVOICING INSTRUCTIONS:**Payment (Electronic Funds Transfer (EFT)):**

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

Invoicing Instructions:

The Contractor shall provide a two-part invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor shall leave an invoice with each delivery. Each invoice will have a number and will include the following information.

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. Name of County agency/department
4. Delivery/service address
5. Contract number (MA-012-16011609)
6. Product/service description, quantity, and prices
7. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
8. Date(s) of services
9. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Invoices shall be forwarded to:

County of Orange/OC Community Resources
Attn: Accounts Payable Dept.
1770 N Broadway
Santa Ana, CA 92706



STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

JENNIFER HAWKINS DVM
DIRECTOR
OC ANIMAL CARE

KAREN ROPER
DIRECTOR
OC COMMUNITY SERVICES

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

DATE:

TO: Vendor

FROM: Inspector, OC Parks

Subject: PERFORMANCE DEFICIENCY CONTRACT NO. # _____

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

Facility: _____

Value: \$ _____ Per _____

Notification: Date: _____ Time: _____

Contractor's Representative _____ Fax _____ Phone _____

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

_____ Seven (7) days - Failure to comply with Contract specification

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

Inspector

Supervising Park Ranger

Cc: Buyer, OCCR/Purchasing & Contract Services