

**Amendment 1**

~~CONTRACT MA-080-21010606~~  
~~WITH~~  
~~DOWNSTREAM SERVICES, INC.~~  
~~FOR~~  
~~BMP MAINTENANCE SERVICES~~  
**CONTRACT MA-080-21010606**  
**WITH**  
**DOWNSTREAM SERVICES, INC.**  
**FOR**  
**BEST MANAGEMENT PRACTICES MAINTENANCE SERVICES**

THIS CONTRACT MA-080-21010606 for BMP Maintenance Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County and Downstream Services, Inc., with a place of business at 2855 Progress Place, CA 92029 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes individually referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

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

Attachment A – Scope of Work

Attachment B – Contractor Pricing

Attachment C – Staffing Plan

Attachment D – Seed Mixes

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for BMP Maintenance Services under a usage Contract; and,

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

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

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

BMP shall mean Best Management Practices

## **ARTICLES**

### **General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County 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 Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County 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. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County 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 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 **article “Z”** below, and as more fully described in **article “Z,”** 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, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article “Z”** 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, costs and expenses but not including attorney’s fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign 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 penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County 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. **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.
- N. **Performance Warranty:** Contractor shall warrant 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.

Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

**O. Insurance Requirements:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County 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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy. 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) shall be clearly stated on the Certificate of Insurance. . Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$3,000,000 per occurrence \$3,000,000 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 at least as broad.

**Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 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.
- 3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85).

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

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents 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 (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 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Contractor.

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 in any way to reduce the policy coverage and limits available from the insurer.

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

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

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

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.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not

limited to those issued by County 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 **article “Z”** below, 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.

- U. **Freight:** Prior to the County’s express acceptance of delivery of products. 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.
- V. **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.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.
- X. **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.
- Y. **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.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree



that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

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

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

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

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure BMP Maintenance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for one (1) calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in Article 3 below.

**Amendment 1**

Contract shall be renewed for two (2) years from October 23, 2021, unless otherwise terminated as provided herein. This Contract may be renewed for two (2) additional years, upon mutual

agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.

#### **Amendment 1**

3. ~~Renewal: This Contract may be renewed by mutual written agreement of both Parties for four (4) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~

#### **Reserved**

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.

#### **Amendment 1**

5. ~~Aggregate Contract: This is an Aggregate Contract with TDB with a Total Aggregate Contract Amount not to exceed \$##,###.##.~~

#### **Reserved**

6. **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:
- a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.

9. **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.
10. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

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

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

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned DPA must be notified in writing, within seven (7) 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 (7) days prior to any changes in this procedureThe Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

12. **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.
13. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/Contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another department or entity that is entered into as an extension of this Contract a Contract clause that 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. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. 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 Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

14. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
15. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
16. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
17. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
18. **Disputes – Contract:**
  - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 27. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
    1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
    2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

19. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

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

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

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

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal

Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
22. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

23. **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 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation

24. **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.
25. **Mandatory Kick-Off Meeting:** Upon award of the contract, the awarded vendor(s) will attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting will be required to review any issues with the contract.
26. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
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 with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Downstream Services, Inc.  
Attn: Mary Sullivan  
2855 Progress Place  
Escondido, CA 92029  
Phone: 760-746-2544  
Email: Marys@downstreamservices.com

County's Project Manager: OC Public Works/Procurement Services  
Attn: Mitali Goel

2301 N. Glassell St.  
Orange, CA 92865  
Phone: 714-955-0241  
Email: Mitali.Goel@ocpw.ocgov.com

cc: OC Public Works/Procurement Services  
Attn: Carlos Corona, County DPA  
601 N. Ross Street  
Santa Ana, CA 92701  
Phone: 714-667-9694  
Email: Carlos.Corona@ocpw.ocgov.com

28. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

29. **Prevailing Wage**

- a. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
- b. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
- c. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- d. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

**Prevailing Wage and DIR Requirement:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within



the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

- e. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- f. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.
- g. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.
- Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.
- Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.
- The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.
30. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project

manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

31. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service
32. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to 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 take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

33. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may 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 combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
34. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
35. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

**Signature Page Follows**

**Signature Page**

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

**DOWNSTREAM SERVICES, INC.\***

Signature	Name	Title	Date
-----------	------	-------	------

Signature	Name	Title	Date
-----------	------	-------	------

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

Signature	Name	Title	Date
-----------	------	-------	------

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

## ATTACHMENT A SCOPE OF WORK

- I. INTRODUCTION:** The County of Orange is a regional service provider and planning agency committed to maximizing resources and improving the quality of life in Orange County. The Orange County Public Works Department (OC Public Works) provides, operates, and maintains quality public facilities and regional resources for the enjoyment, mobility, protection, and business of the people of Orange County.
- II. BACKGROUND:** Orange County O&M maintains several unique BMPs that are installed as part of WQMP. WQMPs for Priority Projects is required by municipal National Pollutant Discharge Elimination System (NPDES) permits held jointly by the Permittees as part of implementation of the Clean Water Act. These permits are issued to the Permittees by the State of California through the Regional Water Quality Control Boards. In the County of Orange, these permits include an MS4 Permit covering North Orange County (Santa Ana Region - Order No. R8-2009-0030) and an MS4 Permit covering South Orange County (San Diego Region; R9-2013-00021 as amended by R9-2015-0001 and R9-2015-0100). Each WQMP comprise of an Operation and Maintenance (O&M) plan which outlines O&M responsibility for ongoing operation and maintenance of BMPs into perpetuity.
- III. OBJECTIVE:** The Contractor shall address the County's needs to stay in compliance with NPDES permit requirement of maintaining BMPs into perpetuity. The Contractor shall provide maintenance service as required at various BMP locations throughout County for the duration of the Contract. The Contractor shall have a basic understanding of the product that they will be maintaining. The Contractor shall stay in communication with the County Project Manager to understand each, unique BMP application and its maintenance procedure. County is in the process of using an online tool (Collector) to assign work and record work while in field. The Contractor shall have access to smart phones/tablet to be able to record work.
- IV. SCOPE OF WORK:**

This Contract is for "BMP Maintenance Services" and is to maintain various treatment control devices or BMPs (Best Management Practices commonly relating to water treatment) throughout the County of Orange's WQMP (Water Quality Management Plan) locations. There are currently approximately 54 locations throughout the County, however locations are expected to be added. Any single location or WQMP may have a series of various BMPs in the general area, light travel may be required to access each BMP for that one location. Contractor shall, throughout the duration of the Contract, provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform BMP Maintenance Services in a professional, systematic and thorough manner at all locations.

Each location's maintenance requirement is either in relation to or as a direct result of local, state, and/ or federal regulation. Proper BMP maintenance and Inspection should be in accordance with manufactures specifications, the Technical Guidance Document (TGD) and the Facility's Operations and Maintenance Plan unless otherwise specified by County project manager. All Inspections and Maintenance will be documented and archived by Contractor, records will be made readily available to the County of Orange upon request. Record keeping methods will be at the Contractor's discretion unless otherwise specified by County Project Manager; note that the County may request field crews to utilize specific mobile apps/ software to collect data while on location.

**Example;** while onsite Contractor staff will digitally "update" the BMP status when work is complete by answering a series of questions; is work complete? Amount of material removed?

Materials used/ installed? Are repairs needed or other comments? Staff will then capture and upload completion photos of the required work.

**V. DESCRIPTION OF WORK:**

Contractor to inspect and maintain various BMPs at various location throughout the County of Orange. Work schedule will be in accordance with each BMPs set maintenance frequencies; note that maintenance frequencies will be time sensitive with a direct relation to “wet season”, non-routine work will be performed on an “As Needed basis”, this is to be determined based on inspection and approved by project manager. Work activities include but are not limited to:

BMP Inspection; inspect BMP in accordance with manufacture specifications, evaluate effectiveness, ensure proper function. BMP Maintenance as needed and / or required in accordance with manufacture specs\* including replacing any filters, media, mulch, or other BMP specific product that is essential for proper function.

Listed in the Table 1 below are the various types of BMPs or treatment devices that we currently have in use, note that the BMP “Type” can be referring to multiple specific devices; for example, we have approximately 5 types of different Drain Filters throughout the County, but all are categorized as “Drain Filters/ Baskets (Various types)”. Specific maintenance specifications can be obtained from each individual WQMP O&M Plan (or Section V of WQMP), manufacturer’s website, or in the TGD (<http://www.ocwatersheds.com/documents/wqmp>). Contractor will be capable of performing the various activities which are required of each application. Note that this list is intended to provide an overview of the amount of work that may be required of the contractor but not guaranteed.

It is anticipated that locations will be inspected quarterly followed by a series of work request issued shortly after, it’s expected that all requested be started within 2 weeks of request or 10 business days unless otherwise specified by County Project Manager. At times work may be requested as an emergency response or within 24 hrs. and therefore subject to a premium rate.

**Table 1. List of various BMPs or treatment devices throughout County**

BMP Type	Current WQMP Inventory Quantities	Average Annual Maintenance Frequencies
<b>Basin / Swale - Media w/ underdrain</b>	13	4
<b>Basin / Swale Non-Vegetated</b>		4
<b>Basin / Swale Vegetated</b>	2	4
<b>Storm Filters</b>	92 (7 loc.)	Inspect twice per year with replacement every 3-7 years
<b>Filtterra (tree drain)</b>	26	4
<b>Pervious Concrete / Asphalt</b>	39,000 sf	4
<b>Pervious Pavers</b>	NA	4
<b>Debris Boom Cleaning</b>	19	As needed
<b>Drain Filters/ Baskets (various types)</b>	56	4, filters as needed or once per year
<b>Stormceptor/Sandfilter</b>	2	As needed
<b>CDS</b>	1	4

<b>Infiltration Cistern</b>	2	2
-----------------------------	---	---

Maintenance activities needed are listed below but are not limited to, County Project Manager may request additional services as needed; this is due to continuous growth and addition of County maintained BMPs. General scope for individual maintenance activities can be found below but note that individual specifications may change due to individual site conditions and or WQMP requirements. “Average Annual Maintenance Frequencies” and “Current WQMP Inventory Quantities is displayed in order to show work the potential for work load but not a guarantee of schedule.

**Table 2. BMP Inspection & Maintenance Activities and associated Frequencies**

Maintenance Activity	Unit of measurement	Average Annual Maintenance Frequencies
<b>Basin / Swale Non Vegetated - Quarterly Maintenance</b>	Hourly	3
<ul style="list-style-type: none"> <li>- Remove trash from facility</li> <li>- Remove sediment from forebay when estimated sediment accumulation exceeds 25% of the forebay volume while maintaining the grade</li> <li>- Reset rock / check dams where applicable</li> <li>- Remove sediment from pretreatment system per manufacturer’s recommendations or when sediment storage volume is more than 50% full</li> <li>- Remove undesirable vegetation</li> <li>- Repair minor erosion / rilling</li> <li>- Remove sediment form in and around inlet / intake tower Document material removed</li> <li>- During storm season schedule maintenance either before storm or following 3 days of dry weather and check for standing water</li> <li>- Report any damage (to intake tower etc) to contract manager</li> </ul>		
<b>Basin / Swale Non Vegetated - Annual Maintenance (in addition to Quarterly maintenance)</b>	Hourly	1
<ul style="list-style-type: none"> <li>- Remove and replace top mulch</li> <li>- Repair major erosion / rilling</li> <li>- Remove and replace any BMP’s as needed i.e. sandbags, wattles, etc.</li> <li>- Document material removed</li> </ul>		
<b>Basin / Swale Vegetated - Quarterly Maintenance</b>	Hourly	3
<ul style="list-style-type: none"> <li>- Remove undesirable, invasive, non-native vegetation</li> <li>- Trim all other veg for clearance and thin out. be sure to trim clear a buffer zone at toe of slope, forebay, and intake tower / inlet</li> <li>- Remove trash from facility</li> <li>- Remove sediment from forebay when estimated sediment accumulation exceeds 25% of the forebay volume</li> <li>- Reset rock / check dams where applicable</li> <li>- Repair minor erosion / rilling</li> <li>- Remove sediment from pretreatment system per manufacturer’s recommendations or when sediment storage volume is more than 50% full</li> <li>- Remove undesirable vegetation</li> <li>- Remove sediment form in and around inlet / intake tower</li> <li>- Document material removed</li> </ul>		

Maintenance Activity	Unit of measurement	Average Annual Maintenance Frequencies
<ul style="list-style-type: none"> <li>- During storm season schedule maintenance either before storm or following 3 days of dry weather and check for standing water</li> <li>- Report any damage (to inlet etc) to contract manager</li> </ul>		
<b>Basin / Swale Vegetated - Annual Maintenance</b> (in addition to Quarterly maintenance) <ul style="list-style-type: none"> <li>- Remove and replace top mulch</li> <li>- Repair major erosion / rilling</li> <li>- Remove and replace any BMP's as needed i.e. sandbags, wattles, etc.</li> <li>- Document material removed</li> </ul>	Hourly	1
<b>Storm Filters</b> (Inspection + cleaning) <ul style="list-style-type: none"> <li>- Inspection of the vault interior to determine the need for</li> <li>- Clean out any forebay or pretreatment area</li> <li>- All procedures should be in concurrence with the manufactures specifications</li> <li>- Document material removed</li> </ul>	Per location	2
<b>Storm Filters</b> (replacement + cleaning) <ul style="list-style-type: none"> <li>- Cartridge replacement</li> <li>- Sediment removal</li> <li>- Cartridge exchange</li> <li>- All materials and procedures should be in concurrence with the manufactures specifications</li> <li>- Document material removed</li> </ul>	Per location	1 every 3-7 years
<b>Filtterra - Quarterly Maintenance</b> <ul style="list-style-type: none"> <li>- Inspection of Filtterra and surrounding area</li> <li>- Removal of tree grate and erosion control stones</li> <li>- Removal of debris and trash</li> <li>- Remove and replace mulch</li> <li>- Trim tree / plant if necessary</li> <li>- Clean area around Filtterra and inlets</li> <li>- Ensure signage is legible</li> <li>- Replace missing erosion control stones</li> <li>- Inspect media to see if replacement is necessary</li> <li>- Document material removed</li> <li>- Report any damage to tree or vault (cracks etc) to contract manager</li> </ul>	Per Tree	4
<b>Pervious Concrete / Asphalt / Pavers Maintenance</b> <ul style="list-style-type: none"> <li>- Vacuuming is to be conducted to prevent sediment buildup within paving voids. Vacuuming shall be performed on an as-needed basis if sediment accumulation requires increased vacuuming frequency. A high vacuum level will be needed to restore infiltration of a clogged area and the Contractor must be able to provide such equipment when needed. Vacuuming events will require coordination with facilities staff to ensure vacuum trucks have full access to porous paving areas within the parking lot.</li> <li>- Planted areas adjacent to porous pavement shall be well maintained to prevent irrigation overspray and soil washout onto the pavement.</li> <li>- Report any damage (major crack across the length and width etc) to contract manager</li> </ul>	SF	2-4



Maintenance Activity	Unit of measurement	Average Annual Maintenance Frequencies
<ul style="list-style-type: none"> <li>- Offset or cracked pavers are to be replaced or repaired. Pavers shall be replaced in kind. A stockpile of replacement pavers shall be stored on site for use in the repair/replacement of installed pavers. Replacement pavers shall be stored outside in direct sunlight to ensure replacement pavers' appearance age/fade is similar to installed pavers.</li> <li>- Clean and flush underdrain system if drainage is slow.</li> <li>- Clean drainage outfall areas of sediment buildup.</li> <li>- Clean the surface as needed using vacuum equipment to remove debris and sediment.</li> <li>- Provide structural related repairs and remedial maintenance as needed.</li> </ul>		
<b>Pervious Pavers replacement</b>	SF	As needed
<ul style="list-style-type: none"> <li>- Sections of pavers to be replaced per industry standards</li> </ul>		
<b>Pervious Concrete replacement</b>	SF	As needed
<ul style="list-style-type: none"> <li>- Sections of pavement to be replaced per industry standards</li> </ul>		
<b>Pervious Asphalt replacement</b>	SF	As needed
<ul style="list-style-type: none"> <li>- Sections of pavement to be replaced per industry standards</li> </ul>		
<b>Debris Boom Cleaning</b>	Hourly	4
<ul style="list-style-type: none"> <li>- Clear all trash and debris off of boom and net</li> <li>- Clear all trash and debris from 100' upstream and downstream of boom</li> <li>- Inspect all hardware for proper functions, identify deficiencies to contract manager</li> <li>- Reset boom back on track and or replace break-away pin</li> <li>- Document material removed</li> </ul>		
<b>Maintain Drain Filters/ Baskets + replace filter / media (various types)</b>	Per Filter / basket	4 (filters as needed or once per year)
<ul style="list-style-type: none"> <li>- To be maintained in accordance with manufacture specifications; Filters include but are not limited to REM Triton Filter, Bio-Clean Curb Guard, Bio-Clean Skimmer Box, Clear Water Solutions, Contech Triton, Kristar Flo-Guard, Drain Pac</li> <li>- Remove all trash and debris from containment areas</li> <li>- Replace filters as needed</li> <li>- Document material removed</li> <li>- Inspect and report back deficiencies</li> </ul>		
<b>Stormceptor / Sandfilter</b>	Per location	As needed
<ul style="list-style-type: none"> <li>- Pressure wash and vacuum out all material</li> <li>- Replace filter when applicable</li> <li>- Inspect and report back deficiencies</li> <li>- Document material removed</li> </ul>		
<b>CDS (Continuous Deflective Separation)</b>	Per location	2-4
<ul style="list-style-type: none"> <li>- Pressure wash and vacuum out all material</li> <li>- Replace filter when applicable</li> <li>- Inspect and report back deficiencies</li> <li>- Document material removed</li> </ul>		

Maintenance Activity	Unit of measurement	Average Annual Maintenance Frequencies
<b>Infiltration Cistern</b>	Hourly	1-4
<ul style="list-style-type: none"> <li>- Pressure wash and vacuum out all material</li> <li>- Replace filter when applicable</li> <li>- Flush where applicable</li> <li>- Inspect and report back deficiencies</li> <li>- Document material removed</li> </ul>		
<b>Basin Under Drain Flush</b>	Hourly	As needed
<ul style="list-style-type: none"> <li>- Water truck equipped with 4" hose will need to produce adequate water and pressure to flush line clean.</li> </ul>		
<b>Mulch remove &amp; replacement</b> (quantity shown is for new mulch only)	CY	As needed
<ul style="list-style-type: none"> <li>- To be a well-aged, double or triple shredded hardwood mulch that has been stockpiled or stored for at least 12 months. Mulch must be non-floating to avoid clogging of overflow structure.</li> </ul>		
<b>Media remove &amp; replacement</b> (quantity shown is for new media only)	CY	As needed
<ul style="list-style-type: none"> <li>- Materials to be compliant with South Orange County's TGD's MISC-1: BIORETENTION SOIL MEDIA</li> </ul>		
<b>Aggregate remove &amp; replacement</b> (quantity shown is for new aggregate only)	CY	As needed
<ul style="list-style-type: none"> <li>- Materials to be in accordance with South Orange County's TGD's BIO-1: BIOINFILTRATION</li> </ul>		
<b>Vegetation Planting</b> (0-1 gal.)	Per Plant	As needed
<b>Tree replacement</b> (tree 1-15 gal.)	Per Plant	As needed
<b>Tree replacement</b> (tree 24 gal box)	Per Plant	As needed
<b>Hydroseeding</b> – mix #1	Per .25 acre	As needed
<ul style="list-style-type: none"> <li>- See Attachment D – Seed Mixes</li> </ul>		
<b>Hydroseeding</b> – mix #2	Per .25 acre	As needed
<ul style="list-style-type: none"> <li>- See Attachment D – Seed Mixes</li> </ul>		
<b>Hydroseeding</b> – mix #3	Per .25 acre	As needed
<ul style="list-style-type: none"> <li>- See Attachment D – Seed Mixes</li> </ul>		
Hydroseeding activity involves applying a seed slurry mix to an area of land using equipment outfitted to perform such a task. The typical equipment used includes a truck with a tank, a pump and a hose. Mix used will conform to; unless otherwise approved by contract manager, seed mix(s) specified in the specs (see attached).		
<b>Watering / Vegetation Establishment – Hand watering</b>	Hourly	As needed
<ul style="list-style-type: none"> <li>- To be utilized on areas where water truck cannot effectively reach.</li> </ul>		

Maintenance Activity	Unit of measurement	Average Annual Maintenance Frequencies
<b>Watering / Vegetation Establishment – Water truck</b>	Hourly	As needed
- Equipment must be in good working condition and able to provide good even coverage, operator will take special care to not cause erosion while watering.		
<b>Watering / Vegetation Establishment – Irrigation</b>	Per .25 acre	As needed
- To be utilized only when temp-irrigation is in place ready for use. Operator will charge system via water truck and inspect system while watering. Operator will be responsible for furnishing all hardware, tools, supplies needed to connect to system.		
<b>Above ground / temp Sprinkler irrigation system Install</b>	Per .25 acre	As needed
<b>Above ground / temp Sprinkler irrigation maintenance</b>	Hourly	As needed
<b>Above ground / temp Drip irrigation system Install</b>	Per .25 acre	As needed
<b>Above ground / temp Drip irrigation maintenance</b>	Hourly	As needed
<b>Device repairs &amp; replacement</b> (to repair and or replace proprietary filtration devices as well as County constructed devices)	Hourly	As needed
<b>Priority Response</b> (within 7 days)	% to be added to regular rate	As needed
<b>Emergency Response</b> (within 24 hrs)	% to be added to regular rate	As needed
<b>General labor</b>	Hourly	As needed
- For additional work that is outside of normal scope of existing activities and or new activities		

\*Note; Activities included in Quarterly Maintenance and Annual Maintenance will be determined by the WQMP's O&M Plan and the TGD. Any activity which requires less than Annual Maintenance will be performed on a As Needed basis. All other activities will be complete in accordance with its respective TGD and/or O&M Plan unless otherwise specified by County Project Manager.

## VI. GENERAL REQUIREMENTS:

In addition to the items in Tables I and II, Contractor shall:

- A. Follow good housekeeping practices at the site to control the introduction of contaminants into stormwater runoff and to maintain the efficacy of the Low Impact Development BMPs including.
  1. Maintaining the site in a clean and orderly manner to minimize the potential for materials to impact stormwater.
  2. Properly containing and disposing of sweepings and sediments.
  3. Promptly cleaning up spills and removing / disposing contaminated materials.

4. Sweeping paved non-pervious and pervious areas periodically to remove excess dust and dirt.
  5. Checking surrounding areas periodically for debris and residue and cleaning as necessary.
  6. Prohibiting the use of blowers in vegetated areas and on porous pavements that may blow debris into the pervious pavers and pavements areas.
- B. 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 research the employment and police records of each employee and shall maintain a copy of that research.
- C. 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. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises.
- D. Identification: All personnel shall wear uniforms, furnished by Contractor, at all times during the performance of this work. Contractor's supervisors may wear badges in lieu of uniforms.
- E. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and be reassigned for the duration of this contract. County expressly retains the right to request any specific Contract personnel be precluded from providing services to County under this Contract. County is not required to provide any reason for requested removal of specified Contract personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) business days.
- F. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
- G. Training: Contractor shall have an ongoing training program for its entire 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 Low Impact Development BMP Services.
- H. Vehicles: Contractor shall provide owned or leased vehicles to provide transportation and pay parking fees and tolls to meet the Contract requirements.
- I. Schedule: It is anticipated that locations will be inspected quarterly followed by a series of work request issued shortly after, it's expected that all requested work be complete within 3 weeks of request or 15 business days unless otherwise specified by County Project Manager. At times work may require a priority response or an emergency response which the County Project Manager will request on an as needed basis.
- J. Working Hours: Contractor shall conduct all operations between 7 a.m. and 4 p.m., Monday through Friday, on all local streets, parks, County facilities, or flood control channels, unless prior arrangements are made with County's Project Manager. Some County facilities may require work to be performed during other than normal working

hours or on weekends and or holiday. All operations on arterial or collector streets will be performed between 9 a.m. and 3 p.m. Should an issue arise as to whether a street is an arterial or collector street, the final determination shall be made by County. If Contractor desires to work hours or days other than as provided, it may file a written request subject to approval stating intended operations, hours and dates, with a reason for schedule change

- K. Debris Removal: All trash and debris will be removed from work area by the end of each working day and disposed of properly and accordingly unless approved by County Project Manager. Materials removed must be tracked for reporting purposes at the direction of County project Manager.
1. At other times during the progress of work, when required, Contractor shall remove all surplus materials, rubbish, and debris resulting from the work.
  2. Work area will be left in a neat, clean and acceptable condition as approved by County's Project Manager.
  3. No stockpile of debris will be allowed at the site unless otherwise directed by County Project Manager.
  4. Contractor shall pick up and dispose of materials at a site outside of County right-of-way approved for disposal of such materials.
  5. Any debris dropped on the public street during entrance or exit of the site will be removed immediately by Contractor.
- L. Dust Control: Contractor shall perform his operations in such a manner as to limit dust. Contractor will not create dust in such a quantity as to violate the South Coast Air Quality Management District (AQMD) regulations.
- M. Sound Control: Contractor shall comply with all County and local sound control and noise level rules, regulations, and ordinance, which apply to any work performed pursuant to the Contract, and will make every effort to control any undue noise resulting from its operation
- N. Water: Contractor shall furnish all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.
- O. Utilities: Underground main distribution conduits such as water, gas, sewer, electrical power, telephone, or cable television may not be affected by the work indicated in the work packages since only surface excavation is required. Contractor shall assume that every property parcel will be served by a service connection for each type of utility and will protect all such service connection. Contractor shall contact UNDERGROUND SERVICE ALERT (DIG ALERT) (USA) at (800)422-4133 for all subsurface excavation and will contact utility companies to mark locations if necessary.
- P. Protection and Restoration of Existing Areas: Contractor shall protect all furnishings and improvements from damage by its operations. All damage will be repaired or replaced, at the option of County, at Contractor's expense within three (3) days after notification of such damage by County's Project Manager. Repairs and/or replacements will be equal to original in all aspects.
- Q. Safety: Contractor shall perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe

conditions or premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with current Local County, State or other legal intents and terms of the applicable Occupational Safety and Health Administration (OSHA) and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and agents, against injury or damage to property.

- R. Access Gates: Contractor shall be provided with keys to the access gates upon request. Contractor will 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.

**VII. BEST MANAGEMENT PRACTICES TRAINING:**

1. Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).
2. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
3. To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
4. BMP Fact Sheets shall include but not be limited to the following which may be viewed and downloaded at: <http://www.ocwatersheds.com/documents/bmp>
5. These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.

6. Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.
7. Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County's Project Manager for review and approval prior to implementation.
8. County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section
9. The Contractor's Project Manager or designee will designate the personnel to be trained in the requirements specified for Low Impact Development BMP Maintenance:

Personnel requiring Low Impact Development BMP Maintenance training are:

<b>Title</b>	<b>Responsibilities</b>
Contractor's Project Manager or designee	BMP Maintenance Services, record keeping including inspection reports, verification and documentation that BMP Maintenance training is performed.
Designated employees	Inspection and maintenance of the various BMPs and any other agreed upon tasks.

This training shall cover the elements of this BMP Maintenance Service including maintenance, inspection, and repair. Training for personnel to oversee efforts by contractor(s) performing maintenance on proprietary treatments devices will be approved by O&M Coordinator. Information covered during training and a completed log documenting the training will be kept in file for five (5) years and should be provided if requested.

#### **VIII. BASIC INSPECTION AND MAINTENANCE ACTIVITIES:**

- A. Inspection and maintenance frequencies are presented in Table 2 and further discussed in the following subsections.
  1. Calendar / timetable for Inspections and maintenance  
Inspections and maintenance of the stormwater control devices and general facilities will be performed per Table 2. When Frequency calls for twice or 2 Times per year intervals should be before and after wet / rain season or before

October 1st and after May 1st two of the quarterly inspections will be conducted at the following times:

- a. Prior to the rainy season; and after or before October 1st
- b. After the rainy season or and after May 1st
- c. Within 48 hours following an 85<sup>th</sup> percentile 24-hour storm event (approximately 0.75")

2. **Inspection Logs**

An Inspection Log shall contain information on how to conduct inspections and will be used to document inspection activities. Completed inspection logs will be kept on file for five (5) years regardless if contract has been terminated.

3. **Maintenance Activities**

The County's WQMP locations are highly engineered facilities and the intent of this Contract is to maintain it as it was designed and built including maintaining the same engineered soil/under base media and plant palette (unless directed otherwise) and adherence to manufacturer's recommended maintenance on proprietary Low Impact Development BMPs. Contractor is responsible for training employees adequately to maintain this facility and ensuring the safety of its employees.

4. **Maintenance Records**

Maintenance records (i.e. invoices, work orders, or maintenance logs) must be kept on file for five (5) years regardless if contract has been terminated.

**IX. REVISIONS OF POLLUTION MITIGATION MEASURES:**

If corrective measures or modifications need to be made to the permanent stormwater control measures or procedures listed in Section II and III above, approval must be obtained from the County's Project Manager or designee and the OC Environmental Resources Manager of Water Quality Compliance prior to commencing any work.

Any corrective measures or modifications must not cause stormwater discharges to bypass or otherwise impede existing stormwater control measures.

Minor administrative changes to the Contract (changes in names, phone numbers, etc.) do not need to be submitted to the County.

**X. MONITORING AND REPORTING PROGRAMS:**

Monitoring will be performed per separate plan.

**XI. PLANT AND IRRIGATION / WATERING PLANS:**

To be consulted with County Project Manager on an As Needed basis as projects may require different plant pallets requiring different watering schedules and or methods.



**XII. MATERIAL COSTS:**

- A. During the repair work, Contractor shall only charge the actual cost of the materials (including all applicable taxes). Contractor will pay for all freight charges. Contractor shall provide with a copy of the supplier's invoice for any parts costing \$50.00 or more.
- B. All replacement materials shall be new and of the same manufacturer as the equipment being worked on.
- C. Contractor shall warrant all labor and materials used in the work for a period of one (1) year (or in accordance with manufacturer's warranty if longer) after completion of repairs.

**XIII. ADDITIONAL WORK:**

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.

Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

## ATTACHMENT B PAYMENT/COMPENSATION

1. **Compensation** This is a usage Contract between the County and Contractor for BMP Maintenance Services as set forth in Attachment A, "Scope of Work.

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

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Maintenance Activity	Unit of measurement	Cost Per Unit
<b>Basin/ Swale Non Vegetated-Quarterly Maintenance-</b> <i>Repair or replacement parts TBD, 2 man-crew/pick up</i>	Hourly	\$310.00
<b>Basin/ Swale Non Vegetated-Annual Maintenance</b> (in addition to Quarterly maintenance) - <i>Repair or replacement parts TBD, 2 man-crew/pick up</i>	Hourly	\$310.00
<b>Basin / Swale Vegetated - Quarterly Maintenance - Repair or replacement parts TBD, 2 man-crew/pick up</b>	Hourly	\$310.00
<b>Basin/ Swale Vegetated -Annual Maintenance</b> (in additional to Quarterly maintenance) - <i>Repair or replacement parts TBD, 2 man-crew/pick up</i>	Hourly	\$310.00
<b>Storm Filters</b> (inspection+ cleaning) <i>Location #1 (222 Bristol)- WQMP 08-0013-Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$457.00
<b>Storm Filters</b> (inspection+ cleaning) <i>Location #2 (Antonio Pkwy) - WQMP 09-02 - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$870.00
<b>Storm Filters</b> (inspection+ cleaning) <i>Location #3 (Brioso St) - WQMP 12-09 - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$457.00
<b>Storm Filters</b> (inspection+ cleaning) <i>Location #4 (Ribera Ave) - WQMP 12-09 - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$457.00
<b>Storm Filters</b> (inspection+ cleaning) <i>Location #5, 6, 7 (Ascenso Ave) - WQMP 12-09 - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$870.00
<b>Storm Filters</b> (replacement+ cleaning) <i>Location #1 (222 Bristol)- WQMP 08-0013 (2) replacement 18" ZPG cartridges included - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$1,224.75

Maintenance Activity	Unit of measurement	Cost Per Unit
<b>Storm Filters</b> (replacement+ cleaning) <i>Location #2 (Antonio Pkwy)- WQMP 09-02 (69) replacement 18" ZPG cartridges included - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$22,649.88
<b>Storm Filters</b> (replacement+ cleaning) <i>Location #3 (Brioso St)- WQMP 12-09 (4) replacement 27" ZPG cartridges included Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$2,585.25
<b>Storm Filters</b> (replacement + cleaning) <i>Location #4 (Ribera Ave)- WQMP 12-09 (2) replacement 27" ZPG cartridges included - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$1,872.75
<b>Storm Filters</b> (replacement + cleaning) <i>Location #5, 6, 7 (Ascenso Ave)- WQMP 12-09 (15) replacement 27" ZPG cartridges included - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included.</i>	Per Location	\$6,738.75
<b>Filtterra - Quarterly Maintenance</b>	Per Tree	\$333.50
<b>Pervious Concrete / Asphalt / Pavers Maintenance</b> - County to provide onsite paver stockpile at no additional cost to contractor, does not include infiltration testing, vacuum cleaning includes up to 3 passes.	SF	\$1.25
<b>Pervious Pavers Replacement</b> - remediation of the subsurface/subsurface drain excluded.	SF	\$30.00
<b>Pervious Pavers Concrete Replacement</b> - Labor for removal and installation of pervious concrete and remediation of the subsurface/subsurface drain excluded	SF	\$24.00
<b>Pervious Asphalt Replacement</b> - remediation of the subsurface/subsurface drain excluded.	SF	\$24.00
<b>Debris Boom Cleaning</b>	Hourly	\$435.00
<b>Maintain Drain Filters/ Baskets (various types)</b>	Per Filter	\$109.00
<b>Replacement Hydrocarbon Booms / Absorbent Pouches</b>	EA	\$30.00
<b>Replacement BioMedia Green (BMG)</b>	CY	\$150.00
<b>Replacement Filter / Basket Insert</b>	Per Filter	TBD – Contractor shall provide quote and receive County approval prior to replacing

Maintenance Activity	Unit of measurement	Cost Per Unit
<b>Stormceptor / Sand filter</b> - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included. Units with excessive sediment and delays beyond Contractors' control will be invoiced at time and material rates, County to provide area to for decanting/dewatering at no additional cost to Contractor. Disposal includes up to 2 tons of sediment.	Per Location	\$2,350.00
<b>CDS (Continuous Deflective Separator)</b> - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included. Units with excessive sediment will be invoiced at time and material rates, County to provide area to for decanting/dewatering at no additional cost to contractor. Disposal includes up to 2 tons of sediment.	Per Location	\$2,350.00
<b>Infiltration Cistern</b> - Testing and disposal costs for regulated, hazardous, or Cal-Haz waste are not included. Units with excessive sediment and delays beyond Contractors 'control will be invoiced at time and material rates, County to provide area to for decanting/dewatering at no additional cost to Contractor. Disposal includes up to 2 tons of sediment. Replacement filter will be quoted prior to purchase and installation.	Hourly	\$550.00
<b>Basin Under Drain Flush</b> - water to be provided to Contractor at no additional costs.	Hourly	\$435.00
<b>Mulch remove &amp; replacement (quantity shown is for new mulch only)</b> - Labor for removal/replacement not included.	CY	\$45.00
<b>Media remove &amp; replacement (quantity shown is for new media only)</b> - Labor for removal/replacement not included.  Minimum order is 20 CY	CY	\$51.75
<b>Aggregate remove &amp; replacement (quantity shown is for new aggregate only)</b> -Labor for removal/replacement not included.	CY	\$70.00
<b>Vegetation Planting (0-1 gal)</b> - Labor for removal/replacement not included.	Per Plant	\$10.00
<b>Tree Replacement (tree 1-15 gal)</b> - Labor for removal/replacement not included.	Per Plant	\$120.00
<b>Tree Replacement (tree 24 gal box)</b> - Labor for removal/replacement not included.	Per Plant	\$150.00

Maintenance Activity	Unit of measurement	Cost Per Unit
<b>Hydroseedin2 - mix #1</b>	Per .25 acre	As Needed – Contractor shall provide quote and receive County approval prior to ordering
<b>Hydroseedin2 - mix #2</b>	Per .25 acre	As Needed – Contractor shall provide quote and receive County approval prior to ordering
<b>Hydroseedin2 - mix #3</b>	Per .25 acre	As Needed– Contractor shall provide quote and receive County approval prior to ordering
<b>Watering/ Vegetation Establishment-Hand watering-</b> One-man crew with pick up truck, water to be provided to contractor at no additional costs.	Hourly	\$145.00
<b>Watering/ Vegetation Establishment- Water Truck-</b> 2,000 gal. water truck, water to be provided to contractor at no additional costs.	Hourly	\$165.00
<b>Water / Vegetation Establishment - Irrigation -</b> Water to be provided to Contractor at no additional costs.	Per .25 acre	\$650.00
<b>Above ground / temp Sprinkler irrigation system install</b>	Per .25 acre	\$650.00
<b>Above ground / temp Sprinkler irrigation maintenance -</b> One-man crew and pickup truck. All materials purchased will be invoiced accordingly. Water to be provided to Contractor at no additional costs.	Hourly	\$145.00
<b>Above ground / temp drip irrigation system installation</b>	Per .25 acre	\$650.00

Maintenance Activity	Unit of measurement	Cost Per Unit
<b>Above ground / temp Drip irrigation maintenance</b> - One-man crew and pickup truck. All materials purchased will be invoiced accordingly. Water to be provided to contractor at no additional costs.	Hourly	\$145.00
<b>Device repairs &amp; replacement (to repair and or replace proprietary filtration devices as well as county constructed devices)</b> - Two-man crew with pickup truck, proposal will be provided for materials over \$50.00.	Hourly	\$275.00
<b>Priority Response (within 7 days)</b> - One-man crew with pickup truck, does not include hotel/per diem	% to be added to regular rate	20%
<b>Emergency Response (within 24 hours)</b> - One-man crew with pickup truck, does not include hotel/per diem	% to be added to regular rate	35%
<b>General Labor</b> - One-man crew with pickup truck	Hourly	\$145.00

Overtime for the hours listed above are only applicable as authorized by the County's Project Manager or designee, for the sole purposes of meeting emergency needs or time constraints that may be required by the County. No invoice shall be accepted for payment of overtime hours without written consent/approval of the County's Project Manager or designee.

It shall be the understanding that cost per unit will include all labor, tools, equipment, materials, water, and incidentals necessary to perform said activity and no additional payments will be allowed thereafter.

Disposal of material will be invoiced at cost without a markup. Contractor shall provide a copy of the disposal fee invoice.

All materials will be compensated at cost. Contractor shall provide a copy of the supplier's itemized invoice for all material(s) costing \$50.00 or more, which shall be attached to the Contractors invoice.

#### **Amendment 1**

~~D. TOTAL ANNUAL CONTRACT AMOUNT SHALL NOT EXCEED: .....\$ 200,000.00~~

~~E. TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: .....\$ 200,000.00~~

**A. INITIAL TERM CONTRACT AMOUNT SHALL NOT EXCEED: .....\$200,000.00**  
**RENEWAL TERM AMOUNT NOT-TO-EXCEED: .....\$1,000,000.00**

3. **Reimbursable Items:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Contractor may be entitled to reimbursement for the following, upon prior approval by County:

- A. The actual costs of special equipment to be rented, leased or purchased by Contractor for use exclusively in the performance of the Scope of Work, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.
- B. Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
- C. Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by Contractor in performance of this Contract.
- D. Travel/lodging costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
  - 1. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the Contractor's "Home Based" office location and OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
  - 2. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
  - 3. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
  - 4. All reimbursable expenses must be itemized on Contractor invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all Contractor invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. Contractor is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.
- 4. **Pricing Increases/Decreases:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) 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 company during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 5. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 6. **Contractor's Expense:** The Contractor will be responsible for all administrative costs including but not limited to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 7. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor

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 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.

8. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

9. **Invoicing Instructions:**

The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from (1), above
3. Name of County agency/department/contact person
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Services
8. Detailed description of commodity transition with unit price, discounted price and totals.
9. Detailed description of total labor hours and charges by employee/location/date/time
10. Total
11. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services  
Attn: Operations and Maintenance  
2301 N. Glassell Ave  
Orange, CA 92865

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



**ATTACHMENT C  
STAFFING PLAN**

**Amendment 1**

<b>Name</b>	<b>Classification/Designation</b>	<b>Years of Experience</b>
Mary Sullivan	Project Manager	5
Aaron Santamaria	Foreman	5
Kaitlin Fonte	Assistant Project Manager	3
Mathew Rotner	Operator in Training	6
Patrick Pearce	Operator II	5
Juan Reyes	Stormwater Technician II	4
Jake Driskell	Stormwater Technician I	3
Alex Santamaria	Stormwater Technician I	2
<del>Mary Sullivan</del>	<del>Stormwater Project Manager</del>	<del>5</del>
<del>Aaron Santamaria</del>	<del>Stormwater Foreman</del>	<del>5</del>
<del>Lee Pepka</del>	<del>Operator III</del>	<del>4</del>
<del>Juan Reyes</del>	<del>Stormwater Technician II</del>	<del>4</del>
<del>Mathew Rotner</del>	<del>Operator in Training</del>	<del>6</del>
<del>Patrick Pearce</del>	<del>Operator II</del>	<del>5</del>
<del>Juan Reyes</del>	<del>Stormwater Technician II</del>	<del>4</del>
<del>Jake Driskell</del>	<del>Stormwater Technician I</del>	<del>3</del>
<del>Patrick Pearce Alex Santamaria</del>	<del>Stormwater Technician I</del>	<del>2</del>

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. ***Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.***

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. ***Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

**Subcontractor(s)**

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

<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>
N/A		
N/A		
N/A		
N/A		
N/A		

**ATTACHMENT D  
SEED MIXES**

\*REPLACEMENT OF SPECIES WITH MORE QUANTITY OF OTHER SPECIES CAN BE CONSIDERED DUE TO LACK OF  
AVAILABILITY OF ONE SPECIES. APPROVAL FROM THE COUNTY PM IS REQUIRED.

**Mix 1**

**BIOSWALE NON IRRIGATED MIX**

<u>SPECIES</u>	<u>COMMON NAME</u>	<u>BULK #'s/ACRE</u>	<u>MIN % PLS*</u>
<i>Agrostis exarata</i>	Spike bentgrass	2.00	76
<i>Anemopsis californica</i>	Yerba mansa	1.00	44
<i>Deschampsia danthoniodes</i>	Annual hairgrass	2.00	72
<i>Elymus triticoides</i> 'Rio'	Rio creeping wild rye	5.00	72
<i>Eschscholzia californica</i>	California poppy	1.00	83
<i>Hordeum brachyantherum</i>	Meadow barley	6.00	72
<i>Hordeum intercedens</i>	Little barley	4.00	72
<i>Lasthenia glabrata</i>	Goldfields	0.50	89
<i>Melica imperfecta</i>	Coast melic	2.00	60
<i>Muhlenbergia rigens</i>	Deergrass	0.50	32
<i>Plantago insularis</i>	Plantain	20.00	74
<i>Sisyrinchium bellum</i>	Blue eyed grass	1.00	78
<i>Stipa pulchra</i>	Purple needle grass	<u>4.00</u>	73
		49.00	

\* MIN % PLS (Pure Live Seed) = Seed Purity x Germination Rate

Seeding rate: 49.00 lbs per acre  
 Height: 12-36 inches  
 Emergence: 10-21 days  
 Establishment: 55 days to 80% cover after emergence

## Mix 2

**BIO FILTRATION SEED MIX**

<u>SPECIES</u>	<u>COMMON NAME</u>	<u>BULK #'s/ACRE</u>
<i>Stipa pulchra</i>	purple needlegrass	10.00
<i>Festuca rubra</i> 'Molate'	Native red fescue	40.00
<i>Hordeum californicum</i>	California barley	15.00
<i>Hordeum brachyantherum</i>	meadow barley	15.00

## Mix 3

**COASTAL SAGE SCRUB MIX**

<u>SPECIES</u>	<u>COMMON NAME</u>	<u>BULK #'s/ACRE</u>	<u>MIN % PLS*</u>
<i>Acmispon americanus</i>	Purshing lotus	2.00	74
<i>Acmispon glaber</i>	Deerweed	6.00	81
<i>Artemisia californica</i>	California sagebrush	2.00	18
<i>Camissoniopsis cheiranthifolia</i>	Beach evening primrose	1.00	86
<i>Collinsia heterophylla</i>	Chinese houses	2.00	83
<i>Encelia californica</i>	Bush sunflower	4.00	21
<i>Eriogonum fasciculatum</i>	California buckwheat	8.00	10
<i>Eschscholzia californica</i>	California poppy	2.00	83
<i>Festuca microstachys</i>	Small fescue	6.00	90
<i>Isocoma menziesii</i>	Coast goldenbush	3.00	10
<i>Lasthenia californica</i>	Dwarf goldfields	1.00	68
<i>Lupinus succulentus</i>	Arroyo lupine	2.00	83
<i>Mimulus aurantiacus puniceus</i>	Mission red monkeyflower	2.00	3
<i>Salvia apiana</i>	White sage	2.00	35
<i>Salvia mellifera</i>	Black sage	2.00	60
<i>Sisyrinchium bellum</i>	Blue-eyed grass	2.00	78
<i>Stipa pulchra</i>	Purple needle grass	4.00	73
		51.00	

\* MIN % PLS (Pure Live Seed) = Seed Purity x Germination Rate

Seed: 51 lbs per acre  
 Height: 12-54 inches  
 Emergence: 10-20 days  
 Establishment: 50-70 days to 90% cover after emergence