

**CONTRACT MA-012-22011055
BETWEEN
COUNTY OF ORANGE, OC COMMUNITY RESOURCES, OC PARKS
AND
IGI'S LANDSCAPE SERVICES, LLC
FOR
WEED ABATEMENT & FUEL MODIFICATION SERVICES**

This Contract MA-012-22011055 for Weed Abatement & Fuel Modification Services, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, OC Parks hereinafter referred to as "County" and Igi's Landscape Services, LLC, with a place of business at 313 S Andres Pl, Santa Ana, CA 92704-1120, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Cost Proposal

RECITALS

WHEREAS, County solicited Contract for Weed Abatement & Fuel Modification Services as set forth herein, and Contractor responded and represented that it is qualified to provide Weed Abatement & Fuel Modification Services to County as further set forth here; and

WHEREAS, Contractor agrees to provide Weed Abatement & Fuel Modification Services to 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 fees set forth in Payment and Compensation, attached hereto as Attachment B; and

WHEREAS, County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Weed Abatement & Fuel Modification Services with Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

A. "Contract" shall mean the legal agreement executed between County and Contractor. Contract shall include all documents, terms, conditions, specifications, scope of work, and amendments.

B. "Contractor" shall mean the individual, partnership, or corporation who is providing commodities or services under the terms and conditions set forth in this Contract. Contractor also includes its employees, Subcontractor(s), agents and affiliates who are providing commodities or services agreed to under this Contract.

C. "County" shall mean the County of Orange, a political subdivision of the State of California

- D. "County Data" shall mean all County and County-related records and information available to the Contractor as a result of award of Contract.
- E. "DPA" shall mean the Deputy Purchasing Agent assigned to this Contract.
- F. "Department" and "Agency" shall mean any County Department or Agency requesting Services of Contractor.
- G. "May" shall mean something that is not mandatory but permissible.
- H. "Service or Services" shall mean Contractor's duties, tasks and responsibilities to fulfill the requirements of this Contract, which are more specifically identified in Scope of Services.
- I. "Service Technician" shall mean Contractor's staff performing Services for County under this Contract.
- J. "Shall" and "Must" shall mean a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.
- K. "Should" shall mean something that is recommended but not mandatory.
- L. "Site Coordinator" shall mean Department/Agency employee designated to manage subordinate contract for their Department/Agency.
- M. "Subcontractor" shall mean a third party not directly employed by the Contractor who may provide Services identified in this Contract.

ARTICLES

I. 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 Purchasing Agent 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 Contractor.

- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities 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 commodities/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 commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/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 paragraph "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 Contractor. Exercise by County of its right to terminate 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 commodities/services furnished by 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:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy 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 County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.
- Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) 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 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 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 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 Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, 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 Contractor shall provide the minimum limits and coverage as set forth below:

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

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against 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 Contract, upon which County may suspend or terminate this contract.

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

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

If 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 vendor.

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without 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 County agrees to an assignment of 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 County.

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

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under 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 County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

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 Contractor, this obligation shall apply to Contractor's

employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. 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 paragraph "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. ***Intentionally Left Blank***
- 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:** 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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees

from employer sanctions and any other liability which may be assessed against Contractor or 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 County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to 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:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Weed Abatement & Fuel Modification 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 on April 22, 2022, upon execution of all necessary signatures and approval by the Orange County Board of Supervisors, whichever occurs later, and continue

for three (3) years, unless otherwise terminated by County. Contract may be renewed as set forth in paragraph 3 below.

3. **Renewal:** Contract may be renewed upon mutual concurrence by both Parties for two (2) additional one (1) year periods. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.
5. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “Z” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
6. **Breach of Contract:** The failure of 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 County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate Contract immediately, pursuant to Section K herein;
 - b. Afford 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 Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by 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:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. 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 County.
9. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. 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 Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. 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 Contract.

11. **Contractor Personnel – Reference Checks:** 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. **Contractor Personnel – Uniform/Badges/Identification:** 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 Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent 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 procedure.

13. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.
14. **Conditions Affecting Work:** 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 County are expressly stated in Contract.
15. **Cooperative Contract:** 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/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless 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. Contractor is responsible for providing each cooperative entity a copy of Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this Contract.

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 County, at County's request.

16. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
17. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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.
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 Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
 - i. 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 County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, 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 Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in section K herein.
19. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
 - i. Contractor has made false certification, or
 - ii. Contractor violates the certification by failing to carry out the requirements as noted above.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, 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 County pays \$600 or more or with whom 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, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

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

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

21. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be

assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

22. **Equal Employment Opportunity:** 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. 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, 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. 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. 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. **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.
24. **Miscellaneous Clause:** Miscellaneous commodities and services may be obtained at County's request. Contractor shall provide a written quote and obtain authorized County approval. Contractor under no circumstance shall provide any commodities and services without prior written authorized County approval. Additional delivery and services locations may be added or deleted at any time with no penalty to County.

County may elect to accept substitute like commodities and services, commodities and services of equal or better quality and/or brand, costing equal or less than the original contracted commodities and services as set forth in this Contract with written authorized County approval. Substitute like commodities and services that cost more will require prior authorized approval from County before any substitution will take place.

25. **News/Information Release:** 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 County through County's Project Manager.
26. **No Third-Party Beneficiaries:** This Contract is an agreement by and between Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
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: Company Name: Igi's Landscape Services, LLC
 Attn: Maria Ramirez
 313 S Andres Pl
 Santa Ana, CA 92704-1120
 714-418-1667
igis@igislandscape.com

County: OC Community Resources, OC Parks
 Attn: Brian Beach
 13042 Old Myford Rd
 Irvine, CA 92602-2304
 949-923-3771
brian.beach@ocparks.com

Assigned DPA: County of Orange
 OC Community Resources, Purchasing & Contract Services
 Attn: Chad Ward, DPA
 601 North Ross Street
 6th Floor
 Santa Ana, CA 92701
 949-585-6420
chad.ward@ocparks.com

28. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among 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 (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

1. Labor Code Requirements

Contractor and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of Contract, including but not limited to the following:

1.1. Wage Rates

Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on 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 all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of Contract. Copies of these rates are on file at the principal office of OWNER'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. If 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.

1.2. Wage Rate Penalty

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by Contractor or Subcontractor(s) under Contract.

1.3. Work Hour Penalty

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein.

Contractor shall forfeit to OWNER \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of Contract by Contractor or by any Subcontractor(s) 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 as provided by Labor Code Section 1815.

1.4. Registration of Contractors

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of Contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of Contract.

1.5. Labor Code Notice

Contractor and all 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.

1.6. 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 part:

1.6.1. Contractor and any Subcontractor(s) performing any portion of the work under 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.

1.6.2. 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:

- a. The information contained in the payroll record is true and correct.
- b. 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 Contract.

1.6.3. 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.

1.6.4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

1.6.5. 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.

30. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of 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.

31. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to 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 County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in 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 Contract.

32. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
33. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of 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 Contract term, or any subsequent renewal term, if applicable.
34. **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.
35. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

SIGNATURE PAGE


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

IGI'S LANDSCAPE SERVICES, LLC*


** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

DocuSigned by:  <small>F1E5EFE12D4245D...</small> Signature	MARIA RAMIREZ <hr/> Name	Managing Member <hr/> Title	1/27/2022 <hr/> Date
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The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

DocuSigned by:  <small>F1E5EFE12D4245D...</small> Signature	Ignacio Ramirez <hr/> Name	Managing Member <hr/> Title	1/27/2022 <hr/> Date
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COUNTY OF ORANGE


A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

<hr/> Signature	<hr/> Name	<hr/> Title	<hr/> Date
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APPROVED AS TO FORM:

County Counsel

By _____ Deputy	DocuSigned by:  <small>BC5CA9BED31F40A...</small>
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Date 1/28/2022

ATTACHMENT A**SCOPE OF WORK****S-1 DESCRIPTION OF WORK**

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

The purpose is to provide a reasonable degree of fire safety and abate potential fire hazards by removing flammable materials.

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

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

The Contractor shall be responsible for making available sanitary facilities for all his personnel. Aforementioned sanitary facilities shall meet the standards of State and local laws.

S-2 CONTRACTOR REQUIREMENTS

Contractor must fulfill the following requirements below.

- A. Contractor must have been in business a minimum of 7 years.
- B. Contract must have a minimum of 3 years’ experience satisfactorily providing weed abatement services similar to the County’s scope of work to a government entity such as city, county, or state.
- C. Contractor must be located within 50 miles of OC Community Resources/OC Parks Headquarters, located at 14302 Old Myford Road, Irvine CA 92602.
- D. Contract must provide a calling center between 8:00 A.M. to 5:00 P.M., Monday through Friday, to receive calls from County staff and provide services.

S-3 RECORDS

Contractor will maintain an accurate record showing name of employee, classification, actual hours worked, wages paid and benefits paid to each employee. This record will be subject to inspection of County and State Division of Labor Law Enforcement in accordance with provisions of the State Labor Code 1776.

Contractor agrees to permit County's Auditor-Controller or Director, OC Parks, or their authorized representative, access during normal working hours to all books, accounts, record, reports, files and other papers or property of Contractor for purpose of auditing any aspects of performance under the Contract.

S-4 WORKING HOURS

Contractor shall conduct all operations between 7 a.m. and 4 p.m. during the normal work week, Monday through Friday on all parks. If Contractor desires to work hours or days other than as provided, contractor may request schedule change with facility supervisor.

S-5 SOUND CONTROL

Contractor shall comply with all County and local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Contract, and will make every effort to control any undue noise resulting from its operation.

Full compensation for conforming to requirements of SOUND CONTROL will be considered as included in the various items of work involved and no additional compensation will be allowed thereafter.

S-6 DUST CONTROL

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

Full compensation for conforming to requirements of DUST CONTROL will be considered as included in the various items of work involved and no additional compensation will be allowed thereafter.

S-7 DEBRIS REMOVAL

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

Full compensation for conforming to requirements of DEBRIS REMOVAL will be considered as included in the various items of work involved and no additional compensation will be allowed thereafter.

S-8 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.

Full compensation for conforming to requirements of WATER will be considered as included in the various items of work involved and no additional compensation will be allowed thereafter.

S-9 UTILITIES

Underground main distribution conduits such as water, gas, sewer, electrical power, telephone, or cable television may not be affected by the work indicated in the work packages since only surface excavation is required. Contractor shall assume that every property parcel will be served by a service connection for each type of utility and will protect all such service connection.

Contractor shall contact UNDERGROUND SERVICE ALERT (USA) at (800) 422-4133 for all subsurface excavation and will contact utility companies to mark locations if necessary.

Full compensation for conforming to requirements of UTILITIES will be considered as included in the various items of work involved and no additional compensation will be allowed thereafter.

S-10 PARKING CONTROL

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

Full compensation for conforming to requirements of PARKING CONTROL will be considered as included in the various items of work involved and no additional compensation will be allowed thereafter.

S-11 TRAFFIC CONTROL

Contractor shall conduct its operations in a manner which will minimize traffic congestion during A. M. and P. M. peak-hour traffic. This may require beginning work after the A. M. peak-hour traffic and ending work before the P. M. peak-hour traffic.

Contractor shall maintain access to schools and commercial areas at all times during project operation.

ADD to Subsection 7-10.1, "Traffic and Access", of the Standard Specifications the following:

Spillage resulting from hauling operations along or across any public traveled way will be removed immediately by Contractor, at his expense.

When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

ADD to Subsection 7-10.3, "Street Closures, Detours, Barricades", of the Standard Specifications the following:

Special emphasis will be placed on the use of construction zone ahead (C18R) signs at the beginning, end and all access and/or intersecting streets with roads under construction. In addition to construction zone signs, rough road signs (W33) will be used on all roads with a posted or marked bicycle trail.

Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area and all its approaches, including advanced signing and barricades. Contractor shall also post proper signs to notify public regarding condition of roadway, all in accordance with provisions of the Vehicle Code and "Manual of Traffic Controls", as published by the State of California, Department of Transportation, latest edition.

Flashing arrow signs, of the appropriate type per the "Manual of Traffic of Traffic Controls", latest edition, shall be provided for all lane closures on all arterial highways and collector street.

Portable delineators, either conical (traffic cone) or tubular shaped plastic devices, with a minimum height of 28 inches will be used for delineation of the travel way.

If the traffic cones or portable delineators are damaged, displaced or unacceptable for any reason by Park Staff or are not in an upright position from any cause, said cones or portable delineators will immediately be replaced or restored to their original location, in an upright position, by Contractor.

Contractor shall maintain 11' lanes of traffic in each direction at all times.

Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public that the street is under construction and of any dangerous conditions to be encountered as a result thereof, will perform their duties and will be provided with the necessary equipment in accordance with the current "Instructions to Flaggers", by the State of California, Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at its expense.

Should Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, Park Staff may direct attention to the existence of a hazard and necessary warning and protective measures will be furnished and installed by Contractor, at its expense. Should Park Staff point out the inadequacy of warning and protective measures, such action on the part of Park Staff will not relieve Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

Contractor shall maintain safe working conditions at each work location.

At the end of each day, all equipment and other obstructions will be removed from the roadway.

Full compensation for conforming to requirements of TRAFFIC CONTROL will be considered as included in the various items of work involved and no additional compensation will be allowed thereafter.

S-12 PROTECTION AND RESTORATION OF EXISTING AREAS

Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of County, at Contractor's expense within three (3) days after notification of such damage by Park Staff. Repairs and/or replacements shall be equal to original in all aspects.

S-13 SAFETY

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

S-14 NPDES REQUIREMENTS

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

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

Per the subject permits the County is required to prepare and update a Storm water Program Local Implementation Plan (LIP) which details how compliance with requirements of the MS4 Permits will be maintained. Model maintenance procedures relevant to the County's municipal facilities and field programs.

Procedures apply to any party conducting municipal activities and must contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality.

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

The applicable Model Maintenance Procedures are available at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/lip.asp>

Contractor must comply with the California Department of Pesticide Regulation New Restrictions to Protect Water Quality in Urban Areas posted at: <http://www.cdpr.ca.gov/docs/pressrls/2012/120718.htm>

S-15 LOCATION OF WORK

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

S-16 IDENTIFICATION AND SCHEDULING OF WORK:

Routine Work

1. Contractor shall provide County a written quote for work that is within the parameters of the Contract.
 - a. Quote shall contain all required line items, line item price, and number of work units, line item total and job total.
 - b. Contractor will start work within five working days upon written or verbal notification from Park Staff.
2. County shall provide Contractor a work order with authorization to proceed.
 - a. The work order shall include a detailed explanation of work requested, location, County Contact information, and any special instructions or alerts.
 - b. Upon receipt of authorization to proceed and work order, Contractor shall coordinate with County on anticipated start date.
 - c. Additional or add on work shall not be performed without new and/or an updated quote and approval in writing by County.

Delays:

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

Access Gates:

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

S-17 NOTIFICATION OF WORK

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

S-18 APPROVAL OF WORK

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

S-19 DEFICIENT PERFORMANCE

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

S-20 WORKSITE LIMITS

All operations will be restricted to County OC Parks right-of-way.

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

S-21 EQUIPMENT AND TOOLS

Contractor shall furnish all hand tools, power equipment, fire extinguishers and safety equipment necessary to accomplish specified work. Contractor shall provide portable water readily available at all times for each crew.

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

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

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

Hand tools will include gas powered string trimmers, chain saws, shovels, hoes, rakes, trash cans and/or tarps and other tools and equipment as required for the removal of weeds, debris, and vegetative growth.

Contractor shall be required to use commercial grade battery powered backpack leaf blowers for all areas that a gas-powered unit would normally be required to complete work within this contract. This requirement will commence **November 1, 2022**. Handheld and backpack gas powered leaf blowers shall not be permitted for use in any capacity following this change after this date.

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

S-22 REQUIRED HAULING EQUIPMENT

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

Full compensation for conforming to requirements of REQUIRED HAULING EQUIPMENT will be considered as included in various items of work involved and no additional compensation will be allowed thereafter.

S-23 TRAVEL TIME

All costs for travel time between parcels and/or to and from refuse disposal sites will be considered as included in various items of work involved and no additional compensation shall be allowed thereafter.

S-24 DISPOSAL FEES

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

S-25 WEED ABATEMENT

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

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

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

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

S-26 FUEL MODIFICATION

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

S-27 MOWING

Mowing equipment shall be of a commercial variety with a minimum cutting width of 4 feet in a single pass. It shall leave a finished product of all vegetation not exceeding 2" in height and 2" in length on the entire parcel. Mowing of the parcel shall also include removal of any trash or debris which may be on the site.

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

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

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

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

S-28 DISKING

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

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

Where the nature of the soil is such that is not receptive to the cutting edge of the disc being used being used and where the cross disking fails to meet the standards of the County, It shall be the responsibility of the Contractor to provide the proper equipment and hand labor at all times with the tractor operator pulling a disc for purposes of removal of perimeter weeds that are not removed by the disking method. This shall be considered as part of the initial work and no additional compensation will be allowed.

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

S-29 HAND CLEANING AND HAULING

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

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

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

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

S-30 TRAIL BRUSHING

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

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

S-31 FIRE ROAD TRIMMING

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

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

ATTACHMENT B**PAYMENT AND COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between County and Contractor for Weed Abatement & Fuel Modification Services as set forth in Attachment A, Scope of Work.

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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & P of County Contract Terms and Conditions.**

2. **Fees and Charges:** County will pay the fees as set forth in Attachment C, Cost Proposal, in accordance with the provisions of this Contract. Payment shall be as follows:

3.

CONTRACT PERIOD	NOT TO EXCEED AMOUNT
YEAR 1	\$760,000.00
YEAR 2	\$760,000.00
YEAR 3	\$760,000.00

TOTAL NOT TO EXCEED AMOUNT OF: \$2,280,000.00

4. **Price Increase/Decreases:** No price increases will be permitted during the first period of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing 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 County during the term of this Contract not otherwise specified and provided for within this Contract.
6. **Contractor's Expense:** Contractor will be responsible for all costs related 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 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 Contractor.

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

Payments made by County shall not preclude the right of 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:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
9. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor’s name and address
 - b. Contractor’s remittance address, if different from 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract MA-012-22011055
 - g. Requisition 1507197
 - h. Agency/Department’s Account Number
 - i. Date of invoice
 - j. Product/service description, quantity, and prices
 - k. Sales tax, if applicable
 - l. Freight/delivery charges, if applicable
 - m. Total

Invoice and support documentation are to be forwarded to:

OC Community Resources: Accounts Payable
Attn: Accounts Payable
601 North Ross Street
6th Floor
Santa Ana, CA 92701

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

ATTACHMENT C**COST PROPOSAL**

Line Item	Description	Unit of measurement	Unit Cost
1	Weed abatement – removal of all weeds, brush, grasses, rubbish	Per sq. ft.	\$0.039
2	Weed abatement – non-removal of weeds (cut and leave)	Per sq. ft.	\$0.035
3	Fuel modification – removal of all weeds, brush, grasses, rubbish and reduction of natural vegetation by 30 to 50 percent	Per sq. ft.	\$0.04
4	Mowing – vegetation not to exceed 2” (in) height and 2” (in) length	Per acre	\$350.00
5	Disking – completely eliminating all standing weeds and place under soil surface	Per acre	\$250.00
6	Hand cleaning and hauling	Per ton	\$160.00
7	Trail brushing – height less than 6’ (ft)	Per linear ft.	\$0.29
8	Trail brushing – height 6’(ft) – 12’(ft)	Per linear ft.	\$0.29
9	Fire road trimming – height less than 6’(ft)	Per linear ft.	\$0.29
10	Fire road trimming – height 6’(ft) – 12’(ft)	Per linear ft.	\$0.29