

and sumps; minor tree and shrub trimming; and removal of trash, debris and broken tree limbs. Weekly maintenance includes mowing, edging and pruning. Monthly maintenance includes irrigation testing, fertilization and the submittal of written reports. Quarterly maintenance includes palm tree trimming, replacement of broken or damaged foliage and color changes. Six-week maintenance includes the application of fungicides and pre-emergent weed control. Annual maintenance includes tree trimming and shaping and annual reports.

On February 28, 2020, JWA issued a Request for Proposals for Services on the County online bidding system and the JWA website and five responsive proposals were evaluated. On August 11, 2020, the Board of Supervisors (Board) approved Contract MA-280-20012074 (Contract) with Master Landscape & Maintenance, Inc. (Contractor) for Services, effective September 11, 2020, through September 10, 2023, in an amount not to exceed \$1,716,018. The Orange County Preference Policy was not incorporated into the original solicitation.

On July 1, 2022, OC Public Works acquired the responsibility for maintenance obligations from JWA. OC Public Works is proposing to continue procuring these Services in accordance with the 2021 Contract Policy Manual Section 3.3-102.

Previous Request 9/11/2020 – 9/10/2023			Current Request 9/11/2023 – 9/10/2025		
Contractors	Requested Contract Amount	Usage as of 6/21/2023	Contractors	Requested Contract Amount	Anticipated Usage
1	\$1,716,018	\$1,576,740	1	\$1,150,000	\$1,150,000

OC Public Works is recommending Board approval of Amendment No. 1 to renew the Contract with the Contractor for Services, effective September 11, 2023, through September 10, 2025, in an amount not to exceed \$1.15 million for a cumulative total amount not to exceed \$2,866,018. The Contractor is based in Orange County.

An analysis was conducted to determine the cost/benefit of contracting out versus providing Services in-house. Based on this analysis, OC Public Works has determined that contracting for Services is more cost effective.

The Contractor’s performance has been confirmed as at least satisfactory. OC Public Works has verified there are no concerns that must be addressed with respect to Contractor’s ownership/name, litigation status or conflicts with County interests.

This Contract includes subcontractors. See Attachment C for information regarding subcontractors and Contract Summary Form.

Prior to Contract expiration, OC Public Works plans to issue a solicitation to continue Services.

Compliance with CEQA: The proposed project was previously determined to be Categorical Exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1) on August 11, 2020, when it was originally approved, because the Services consist of continued maintenance of exterior landscape of existing public facilities as well as areas along the perimeter fence and outlying airport buildings. The proposed project is still consistent with this determination.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Fund 280, Airport Operating, FY 2023-24 Budget and will be included in the budgeting process for future years.

The Contract contains language that allows the County to terminate the Contract without penalty for cause or after 30 days' written notice without cause.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

John Wayne Airport

ATTACHMENT(S):

Attachment A - Amendment No. 1 to MA-280-20012074 with Master Landscape & Maintenance, Inc.

Attachment B - Redline of Contract MA-280-20012074

Attachment C - Contract Summary Form

**AMENDMENT NUMBER ONE
CONTRACT MA-280-20012074
FOR
LANDSCAPE MAINTENANCE SERVICES**

This Amendment is made between the County of Orange, a political subdivision of the State of California (“County”) and Master Landscape & Maintenance, Inc., (“Contractor”), which are sometimes individually referred to as “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into Contract MA-280-20012074 for Landscape Maintenance Services (the “Contract”), effective September 11, 2020, through September 10, 2023, in the amount Not-to-Exceed of \$1,716,018.00; and,

WHEREAS, the Parties now desire to renew the Contract for two (2) additional year(s) effective September 11, 2023 through September 10, 2025, in an amount Not-to-Exceed \$1,150,000; and,

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

ARTICLES

1. Section 2 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
 2. **Term of Contract**
This Contract shall be renewed and become effective on September 11, 2023 and shall continue through and including September 10, 2025, upon execution of all necessary signatures, unless otherwise terminated as provided herein.
2. Section 3 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
 3. **Reserved**
3. Section 4 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
 4. **Contract Amount Not to Exceed**
Contract Amount not to exceed \$1,150,000.00.
4. Section 66 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
 66. **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.

County:	OCPW
	Attention: Amer Moujtahed
	601 North Ross Street
	Santa Ana, CA 92701
	Phone: (714) 667-4976
	Email: Amer.Moujtahed@ocpw.ocgov.com
Cc:	OCPW Procurement Services
	Attention: Gene Duenas, DPA
	601 North Ross Street
	Santa Ana, CA 92701
	Phone: (714) 667-3257
	Email: Gene.Duenas@ocpw.ocgov.com
Contractor:	Master Landscape & Maintenance, Inc.
	Attention: Robert Whitecotton
	14600 Goldenwest Street, Suite 210
	Westminster, CA 92683
	Phone: (714) 531-0549
	Email: rwhitecotton@earthlink.net

5. Contract Attachment B, Section A, Contractor’s Pricing, shall be amended to read in its entirety as follows:

A. **Compensation**

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

Contract Not-to-Exceed Amount: \$1,150,000.00

6. All other terms and conditions of the Contract, except as specifically amended herein, shall remain unchanged and with full force and effect.

Signature Page

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

MASTER LANDSCAPE & MAINTENANCE, INC.*

By: [Signature]

By: [Signature]

Print

Print

Name: Robert Whitecotton

Name: Robert Whitecotton

Title: President

Title: Secretary

Corporate Officer

Corporate Officer

Date: June 05, 2023

Date: June 05, 2023

County Of Orange, a political subdivision of the State of California

By: _____

Print

Name: _____

Title: Deputy Purchasing Agent

Date: _____

Approved As To Form:

County Counsel

By: Christine Nguyen

Title: Deputy

Date: June 5, 2023

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

CONTRACT MA-280-20012074

FOR

LANDSCAPE MAINTENANCE SERVICES

BETWEEN

COUNTY OF ORANGE, JOHN WAYNE AIRPORT

AND

MASTER LANDSCAPE & MAINTENANCE, INC.



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CONTRACT MA-280-20012074
WITH
MASTER LANDSCAPE & MAINTENANCE, INC.
FOR
LANDSCAPE MAINTENANCE SERVICES

This Contract MA-280-20012074 for Landscape Maintenance Services (the “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 (“County”), through its department John Wayne Airport (“JWA”), and Master Landscape & Maintenance, Inc., with a place of business at 14600 Goldenwest Street, Suite 210, Westminster, CA 92683 (“Contractor”), with County, JWA, and Contractor sometimes referred to individually as “Party” or collectively as “Parties.”

ATTACHMENTS

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

- Attachment A – Scope of Work
- Attachment B – Contractor’s Pricing
- Attachment C – Staffing Plan & Subcontractors
- Attachment D – Schedule of Deductions
- Attachment E – Summary of Special Report
- Attachment F - Inventory

RECITALS

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

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

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

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Contractor’s Pricing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions

A. Governing Law and Venue

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

B. Entire Contract

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's 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 the Contractor.

E. Delivery

Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance/Payment

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty

Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "Z" below, and as more fully described in Article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs,

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

I. Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor

pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000,000 aggregate
Automobile Liability (owned, hired, non-owned)	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employer’s Liability	\$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 the ***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 the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, 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 the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

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

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within seven (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 the County's specific written approval.

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

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

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

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

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

R. Force Majeure

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

S. Confidentiality

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight

Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. Severability

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections

Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation,

including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

BB. Contingency of Funds

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit

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

Additional Terms and Conditions

1. Scope of Contract

This Contract specifies the contractual terms and conditions by which the County will procure Landscape Maintenance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A."

2. ~~Term of Contract~~

~~This Contract shall become effective September 11, 2020 through and including September 10, 2023, upon execution of all necessary signatures, unless otherwise terminated by County.~~

3. ~~Renewal~~

~~The Contract may be renewed for two (2) additional years with the agreement of the Parties. The County does not have to give reason if it elects not to renew. Renewal terms may be subject to approval by the County of Orange Board of Supervisors.~~

4. ~~Contract Amount Not to Exceed~~

~~Contract Amount not to exceed \$1,716,018.00~~

5. Adjustments – Scope of Work

No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.

6. Airport Security

Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

- a. **Badge Acquisition:** Prior to issuance of a security badge(s), designated Contractor personnel who shall be working on-site at JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$29.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. Contractor's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. Contractor's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Coordinator or designee in writing.
- b. **Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.
- c. **Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.
 - i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
 - ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
 - iii. JWA security badge is nontransferable.
 - iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

- v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Coordinator within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
- vi. No worker shall be used in performance of this work that has not passed the background check.

7. Americans with Disabilities Act (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

8. Amendments - Changes/Extra Work

The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

9. Anti-Idling Policy

Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.

10. 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 Article "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.

11. Breach of Contract

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

- a. Terminate the Contract immediately, pursuant to Article K herein;
- b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- c. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
- d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

12. 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.

13. Conditions Affecting Work

The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

14. Conflict of Interest – Contractor’s Personnel

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

15. Conflict of Interest – County Personnel

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

16. Maintenance Projects - County Property

All fixtures, crops, trees, and other personal property of the County of Orange located at the job site which are removed in the course of the maintenance project remain the property of the County unless otherwise specified in the Contract between the County and the Contractor. The Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver such property promptly to the place designed by the project manager.

17. Contractor Personnel – Uniforms/Badges/Identification

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately and responsibly perform the work under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent shall be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

18. Contractor's Expense

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service.

19. Contractor Personnel – Reference Checks

The 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.

20. Contractor Personnel – Drug-Free Workplace

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

- 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 the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
 - i. The Contractor has made false certification, or
 - ii. The Contractor violates the certification by failing to carry out the requirements as noted above.

21. Contractor's Project Manager and Key Personnel

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

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

22. Contractor's Records

The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

23. Data – Title To

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

24. Debarment

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

25. Discount Verification

For Contracts that are based on standard rates or list prices, the Contractor is required to state on the invoice the source and date of the rate/price and, when discounts are quoted, show the list rate/price and the discount.

The agency/department shall certify on the invoice that the prices are per the current price list for all items that have a per unit cost exceeding \$250.00 and that the appropriate discounts were applied.

26. Discounts – Prompt Payment

The County of Orange shall process payments with discounts offered for prompt payment and the checks for those payments. If disputes arise over the timeliness of the payment, the date of the postmark shall be the determining factor. The County shall not be held responsible for delays by the US Postal Service, and no additional payment shall be due the Contractor in the event of such delay.

27. Disputes - Contract

- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County 's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties

- arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
- ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
 - c. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Article K herein.

28. Emergency/Declared Disaster Requirements

In the event JWA experiences or is situated within or proximate to a federal, State, or locally declared emergency or disaster area, this Contract may be subject to unusual usage. Contractor shall perform during such an emergency or disaster under the same terms and conditions that normally apply. All pricing of the goods/services shall remain unchanged regardless of exigent circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of applicable invoice(s) for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/services during an emergency or disaster shall not be permitted. In the event of an emergency or disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

29. Equal Employment Opportunity

The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of

the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

30. Errors and Omissions

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction

31. Equipment Maintenance Service-Parts

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

32. Expenditure Limit

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

33. Existing Site Conditions

Information respecting the site of the work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

34. Gratuities

The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

35. Hazardous Conditions

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

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

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

36. 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.

37. Inventions

If any discovery or invention arises or is developed in the course of, or as a result of work performed under this Contract, the Contractor shall refer the discovery or invention to the County.

38. Lobbying

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract

39. News/Information Release

The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

40. Nondiscrimination – Statement of Compliance

The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

41. Ownership of Documents

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

42. Precedence

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

43. Permits and License

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, not shall any approvals or consents given by County as a party to the Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

44. Pollution Controls

The Airport is covered under two National Pollutant Discharge Elimination System (NPDES) Permits. The County of Orange, as the Airport operator, is covered under Municipal NPDES Permit (Order No. R8-2009-0030, as amended by Order No. R8-2010-0062), as well as State Water Resources Control Board (SWRCB), NPDES General Permit for Storm Water Discharges Associated with Industrial Activities (IGP or 2014-0057-DWQ). Copies of the RWQCB Permits are available for review.

The County implements the 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. In accordance with the Airport Ordinances, tenants shall not allow any non-stormwater discharge, with the exception of irrigation water and water being used to fight fires, to flow into the Airport's storm drain system or inlets in violation of the Airport's Stormwater Discharge Permit requirements and conditions.

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

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

<http://www.ocwatersheds.com/documents/bmp/municipalactivities>

45. Environmental Directives

Sustainability – Environmental stewardship is one of the key pillars in the Airport's mission to be a good neighbor. JWA is committed to upholding best practices in environmental responsibility and has been an industry leader in implementing policies that provide both sustainability and cost effectiveness. JWA has adopted a variety of environmental policies and practices.

Contractor shall make reasonable efforts to participate in, help facilitate, and cooperate with the Airport's sustainability efforts, including those related to air quality, waste, and water and energy conservation. All contractors are strongly encouraged to purchase and use Environmentally Preferred Products.

Air Quality – See Anti-Idling Policy

In order to reduce greenhouse gas emissions from equipment, low- or and zero-greenhouse-gas-emitting equipment, whenever such equipment is available locally, shall be used on the Airport.

Litter, Waste, Recycling – No person shall discard any waste material including but not limited to common household rubbish or garbage of any kind (whether generated or accumulated at a residence, business, or other location), upon any public property, whether occupied, open or vacant, including but not limited to any street, sidewalk, alley, right-of-way, open area, or point of entry to the storm water drainage system.

No person shall transport litter or refuse without covering the materials being transported. Receptacles for litter, or refuse used under this contract shall have adequate covers to ensure against any leaking, dripping, or sifting, or otherwise escaping of any materials. Every person depositing garbage, debris, or refuse in any unauthorized location shall clean up the deposited material immediately in an effective manner.

Contractor shall recycle acceptable materials in accordance with the County of Orange Waste & Recycling requirements. All recycling should be kept clean and dry to maintain recycling value. Annually the contractor shall provide recycling and waste disposal records.

Water Conservation – All water leaks shall be fixed and repaired immediately upon discovery. Contractor shall not over-water or over-irrigate landscaped areas in a manner that causes runoff. Contractor shall not water or irrigate landscaped areas within 48 hours of measurable precipitation (0.2 inches of rainfall in a 24-hour period).

Contractor shall follow temporary and mandatory water restrictions issue by the State Water Resources Control Board and the Municipal Water District of Orange County (MWDOC).

Integrated Pest Management – Contractor shall use good housekeeping to prevent the attraction and harborage of pests. Contractor shall establish and implement an integrated pest management program, or participate in such a program implemented by JWA, to eliminate and control pests (or the damage they can cause) through a combination of cultural practices, mechanical and physical controls, biological controls, and chemical controls such that pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatment are made with the goal of removing only the target organism.

Hazardous Materials and Environmental Compliance – Contractor shall comply with all Environmental Laws, including laws regulating Hazardous Materials, and shall not engage in any activity on or about the Airport that violates any Environmental Law. In conducting its operations and maintenance on the Airport, Contractor shall comply with such regulations regarding the storage, distribution, processing, handling, release, removal, and/or disposal, including the storm water discharge requirements, of Hazardous Materials including, but not limited to, fuels, lubricants, and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements, or user of the improvements. Violation by Contractor or any of its agents, assigns, successors, sublessees, subcontractors, or any employees of any Environmental Law are grounds for immediate termination of all operations by Contractor at or on the Airport.

Contractor shall at its sole cost and expense investigate, evaluate, assess, remove, and/or remediate any and all Hazardous Materials that may be required or ordered by any governmental agency or Environmental Law as result of Contractor's activities at the Airport. In conducting a clean-up of a Hazardous Materials release, Contractor shall comply with all applicable Environmental Laws. Contractor shall not use JWA's or the County's hazardous waste generator ID for waste disposal.

46. Publication

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.

47. Prevailing Wage

- a. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

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

Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

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

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

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

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

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

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

- i. The information contained in the payroll record is true and correct.

- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
 - iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
 - iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
 - v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
 - vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- f. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.
- g. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor may be required to make contributions to the apprenticeship program.

The Contractor and all subcontractors shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

48. Price Increase/Decrease

No price increases will be permitted. The 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 the County of Orange. The 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 the Contract. Adjustments increasing the Contractor's profit will not be allowed.

49. Project Manager, County

The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

50. Protection and Restoration of Existing Areas

Contractor shall be responsible for protection of public and private property adjacent to the work. Contractor shall repair or replace all existing improvements that are damaged or removed as a result of their operation. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. All repairs shall be completed within two (2) working days from date of damage notification unless otherwise approved by County Project Manager.

51. Project Schedule

The services performed under this contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined herein.

52. Cooperative Agreement

The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/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 contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or

indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

53. Remedies Not Exclusive

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

54. Reports/Meetings

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

55. Reprourement Costs

In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

56. Royalties

The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.

57. 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.

Contractor is to provide live event services including but not limited to labor, tools, and equipment required for recorded audio, video and sound reinforcement for John Wayne Airport for various scheduled and non-scheduled meetings and events.

58. State Funds - Audits

When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.

59. Stop Work

The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

- a. Cancel the stop work order; or
- b. Terminate work covered by the stop work order as provided for in the “Default” or “Termination” clause of this Contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

- a. The stop work order results in an increase in the time required or in the Contractor’s cost properly allocable to the performance of any part of this Contract; and
- b. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, “Termination” the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

60. Subcontracting

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

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

61. Substitutions

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

62. Termination - Orderly

After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

63. Usage

No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

64. Usage Reports

The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

65. Waivers - Contract

The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

66. 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.~~

~~County: JWA/Facilities
Attention: Martin Ness, Project Manager
3180 Airway Avenue
Costa Mesa, CA 92626
Phone: 949-252-7566
Email: MNess@ocair.com~~

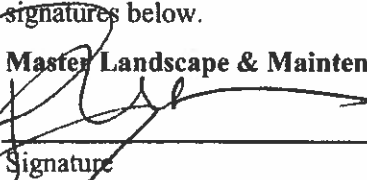
~~cc: JWA/Procurement
Attention: Monica Rodriguez, DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: 949-252-5240
Email: MRodriguez@ocair.com~~


~~Contractor: Master Landscape & Maintenance, Inc.
Attention: Robert Whitecotton
14600 Goldenwest Street, Suite 210
Westminster, CA 92683
Phone: 714-531-0549
Email: rwhitecotton@earthlink.net~~

Signature Page

In Witness Whereof, Parties hereto have executed this Contract on the dates shown below their respective signatures below.

Master Landscape & Maintenance, Inc.*:

	Robert Whitecotton	President	7/13/2020
Signature	Name	Title	Date

	Robert Whitecotton	Secretary	7/13/2020
Signature	Name	Title	Date


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

The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.

The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.

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.

County Authorized Signature:

	Monica Rodriguez	Deputy Purchasing Agent	8/21/2020
Signature	Name	Title	Date

Approved by the Board of Supervisors on: 8/11/2020

**Approved as to Form:
County Counsel**

By  Deputy

Attachment A
Scope of Work

I. Summary Scope

1. Landscape Preventative Maintenance (LPM)
 - a. Tasks and services that repeat on a day, week, month, semi-annual and annual basis.
 - b. Tasks and services focused on maintaining the health and aesthetics of the existing plants, bushes, shrubs, trees and ground cover at JWA.
 - c. Tasks and services focused on maintaining and extending the function and useful life of the irrigate infrastructure. This includes, but is not limited to, cleaning, adjusting testing and minor repairs.
 - d. Tasks and services focused on keeping hardscapes and fence lines free of trash, weeds, dirt and debris.
 - e. Repair and/or replacement of any element of the JWA Landscape that is damaged, diseased, dead or broken due to actions or negligence by the Contractor.
 - f. Compensation for these services will be **Fixed Fee** amounts.
2. Landscape Maintenance Other (LMO)
 - a. Tasks and services that are not LPM, and are approved on a case-by-case or as needed basis. These tasks and services must be specifically approved by the County prior to costs being incurred by the Contractor (unless otherwise approved by the County Project Manager or designee).
 - b. Examples include, but are not limited to:
 - Planting new or replacement plants, shrubs, trees, bushes and groundcover either at the recommendation of the Contractor and subsequent approval by the County, or at the direction of the County.
 - Major repairs and replacement of irrigation system components.
 - All other, non-recurring Landscape tasks not included or identified elsewhere in the scope of work.
 - c. Compensation for LMO tasks will be determined as follows:
 - Using the Unit Costs proposed in the LMO Unit Cost Schedule.
 - If the LMO task, service or scope is not included on the LMO Unit Cost Schedule, compensation will be for Time and Materials.

II. Contractor's Requirements

1. Contractor shall have a current valid C-27 Landscaping Contractor's License authorized by the state of California throughout contract term.
2. Contractor shall have a valid C-61/D-49 Limited Specialty Tree Service License authorized by the state of California throughout contract term.
3. Contractor shall have a valid California Qualified Applicator License (QAL) or Qualified Applicator's Certificate (QAC) for control of weeds, plant disease and other pests throughout contract term, with at least one employee trained in the use of such methods assigned to the contract.
4. Contractor shall have a minimum of five (5) years' experience in providing landscape maintenance services of a similar size and scope.

5. Contractor shall have existing adequate personnel capable to perform the services as required in the Scope of Work.
6. Contractor shall have a Certified Irrigation Contractor (Irrigation Association) on call if needed. Contract shall have a full-time Irrigation Technical that will be outlined in the staffing plan.
7. Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.
8. Contractor shall provide all labor, tools, materials, supplies, fuel, vehicles, and equipment to accomplish Exterior Landscape Services for approximately 27 of 504 acres located at John Wayne Airport (JWA). Contractor shall provide exceptional landscaping services while minimizing costs where possible. The minimum level of service is to sustain attractive and healthy landscape throughout JWA as specified herein.
9. All areas not specified as Landscape Preventative Maintenance (LPM) shall be considered Landscape Maintenance Other (LMO).
10. Contractor shall follow the County of Orange, Watershed Management for Municipal Activity FF-5 , which establishes Best Management Practices for Landscape Maintenance and identifies procedures to minimize the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to municipal stormdrain systems and receiving waters.

Watershed Management for Municipal Activity FF-5 for Best Management Practices is located at: <http://www.ocwatersheds.com/documents/bmp/municipalactivities>

III. Contractor's Responsibilities

Contractor shall:

1. Provide all labor, material, supplies, tools, vehicles, equipment, etc. to perform landscape maintenance services and tree trimming.
2. Perform all work in a manner that will not inconvenience the public and operations of the facilities.
3. Meet with County Project Manager and conduct inspections of the facility as requested by County Project Manager or designee.
4. Take all necessary safety precautions including but not limited to the use of signs, barricades, traffic warning devices such as flashers, strobes, and cones, and high visibility reflective safety vests when working near roadways, for the protection of its employees, County staff, and the public using the facilities.
5. Have thirty (30) days to inspect and document all discrepancies with the landscaping as stated within this Scope of Work. All discrepancies not discovered within the thirty (30) days shall become the responsibility of Contractor as well as all costs associated with the needed repairs. All discrepancies found during the inspection shall be submitted to JWA as quote for needed repairs.
6. Provide Material Safety Data Sheet (MSDS) listing all chemicals used at JWA. MSDS shall have commercial name, chemical components, concentration rates and usage. Contractor shall update and keep records accurate to date and submit upon request.
 - a. Ensure all applications adhere to all government regulations.
 - b. Limit drift to a maximum of 6”.

7. Immediately report all occurrences of vandalism or other damage to the Project Manager and Airport Police Services Control Center at (949) 252-5000.
8. Utilize JWA's Computerized Maintenance Management System (CMMS). The contractor shall use for the term of this contract, the Airport's Computerized Maintenance Management System (CMMS) to manage and document all maintenance and repair activities performed under this Contract. The Airport's current CMMS program is Maintenance Connection. The Airport anticipated a transition to Maximo prior to the start of this contract. The County will provide the contractor access, in the form of up to three (3) usernames and passwords to use the County's CMMS to manage all maintenance and repair activities performed under this Contract. All hardware and workstations necessary to comply with this requirement must be provided by the Contractor. The contractor shall request work orders for all service calls, improvement plans, vandalism/abuse repairs and corrective maintenance repairs. PM's will be generated each month by the CMMS and provided to the contractor for scheduling and accomplishing all recurring work under this contract. Upon completion of work the contractor shall be responsible for closing out the work order by inputting all relevant information data in the CMMS that relates to work performed by the contractor. This information data shall include, but not be limited to; asset number, name of mechanic(s), date of service, duration of work performance, specific repairs accomplished, part numbers, labor, date completed and any comments necessary to explain corrective action or work performed. If access to the CMMS program is not available from the County, the contractor shall meet these requirements by providing the required information on paper copies of the work orders, which will be provide by the County. The County will provide the necessary training to the contractor on the proper use of the CMMS program.
9. Notify County when excavation work is to be performed prior to work starting.
10. Be solely responsible for the operation and maintenance of all irrigation at JWA. Responsibility shall include but not be limited to inspecting, testing, maintaining, and repairing all sprinkler main and branch lines, sprinkler bodies and heads, wiring, and all related irrigation components.
 - a. Incur all cost associated with fines or penalties due to broken or maladjusted sprinkler heads.
11. Be solely responsible for inspection and maintenance of all trees, scrubs, ground cover, plants, and turf to ensure promotion of healthy landscaping.
 - a. Turf, ground cover, shrubs, and tress shall be lush, green, healthy, flowering, and uniform in color and height as determined by County. Color variations unique for the variety of shrub shall have uniform colored leaves.
 - b. Trees shall be lush, have green leaves, healthy, and uniform in color and height. The landscaped areas shall not have any brown spots, bare spots, weeds, mud spots, or wood showing.
 - c. Replace any trees, shrubs, ground cover, and plants that become unhealthy, missing, damaged, dying, or dead as an LMO at the recommendation of the Contractor and approval of the County or at the direction of the County. The replacement of plants, trees, shrubs and ground cover necessitated by conditions caused by the Contractor will be replaced at the Contractor's expense.

- d. Provide their own in-house tree trimming crew with at ten (10) hour response time for any issues or call outs.
12. Be solely responsible for mowing, edging, sweeping, vacuuming or blowing down areas where turf is found, and all adjacent areas including but not limited to concrete, landscaped areas, and paved areas at Contractor's expense.
13. Be solely responsible for providing and maintaining all chemicals and products used to support landscaping areas including but not limited to mulch, fertilizers, chemical spray, inoculations, and weed control chemicals at Contractor's expense.
14. Be solely responsible for providing soil analysis by an independent laboratory in all areas and be analyzed at Contractor's expense.
15. Be solely responsible for providing palm tree health reports from the palm tree doctor or arborist that specializes in palm trees at Contractor's expense.
16. Be solely responsible for pest, rodent, and disease control at Contractor's expense.
17. Be solely responsible for all damage resulting from its operations. Any such damage to vehicles' or property shall be reported by Contractor immediately to County Project Manager within 24 hours.
18. Be subject to performance standards as to the quality of acceptability of the worked performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract.
19. Be subject to inspection/administration of the work performed.
20. Be subject to Schedule of Deductions for deficient performance. All work shall be subject to the approval of the Project Manager. The Project Manager, or designee, shall inspect, determine and record the performance of the work. County reserves the right to deduct from payments due to Contractor for deficient performance. County reserves the right to perform or contract for the necessary services if, or when, Contract work is incomplete, unsatisfactory, or does not provide adequate trained personnel as required. The amount of such deductions will be based on the extent of the unsatisfactory work and the deduction factors included in Contract Attachment D – Schedule of Deductions. A copy of the inspection record with associated deduction calculation will be furnished to Contractor. Payment deductions for unsatisfactory service are not considered a suitable substitute for actual performance and do not preclude County from initiating other remedies. County will deduct an amount from Contractor's invoice or otherwise withhold payment for unsatisfactory or non-performed work.
21. All Contractors and subcontractors must comply with requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered Contractor's except as provided in Section 1771.1.
22. Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

IV. File Sharing

Contractor shall be solely responsible to provide for and maintain a cloud based File Sharing System (DSS) as follows:

1. Proposed system must be mutually agreed upon between the County and the Contractor. The system must be supported by the County network. Current compatible systems include, but

are not limited to, Dropbox Business and OneDrive. Contractor will bear all costs associated with establishing and maintaining the FSS.

2. Features, functions and process:
 - Must provide sufficient cloud storage capacity.
 - Password protected.
 - FSS will provide for email notifications to County staff when documents are uploaded or modified.
 - Must provide for cloud-base back-up and restoration.
 - Accessible by County staff 24/7/365.
 - Files will remain on the FSS and be available for download by County staff for the term of the contract.
 - File sharing system must be password protected and provide for access by up to ten (10) County Staff.
 - Unless instructed otherwise, the FSS will be used by the Contractor to submit all required reports and deliverables.
 - File and folder naming conventions must be logical and mutually agreeable to the County Project Manager.
 - Contractor must retain a back-up of all documents uploaded and submitted using the FSS.
 - Upon request, Contractor will provide copies of all files and documents uploaded or submitted using the FSS on a mobile media such as a portable storage/hard drive device.

V. Staffing Requirements

Contractor shall: Provide adequate staffing for landscape services five (5) days a week (Monday through Friday) excluding weekends and holidays (4th of July, Labor Day, Thanksgiving and Christmas); for at least eight (8) working hours per day. Services shall include but not be limited to daily staff presence that shall clean, maintain, prune, trim, cut, fertilize, provide weed control, irrigate, repair, improve, and generally care for all landscaped areas (approximately 27 acres).

1. Replace any management, supervision, or Daily Staff deemed unacceptable by County Project Manager. Have all personnel assigned to the Contract have a minimum of two (2) years' experience and have performed exterior landscape maintenance services equivalent to the Scope of Work.
2. Services may include but not be limited to design, development, and implementation when requested. Any design or consulting will be a LMO unless specifically called out under the LPM scope.
3. Supervision – One (1) qualified English speaking full-time supervisor whose responsibility shall include but not be limited to:
 - a. Assessing landscape conditions and making immediate changes to improve and enhance the landscape areas.
 - b. Attending daily meetings with the County Project Manager.
 - c. Ensuring all landscaping crews work within eyesight, unless otherwise specified by County Project Manager.
 - d. Performing, filling out, and completing all JWA generated PMs.

- e. Recording and reporting all work activities.
 - f. Scheduling and coordinating all work.
 - g. Scheduling and coordinating chemical applications and fertilization application.
 - h. Scheduling and coordinating tree-trimming crews.
 - i. Scheduling staff.
 - j. Reporting to County Project Manager or assigned area each day for work.
 - k. Working on site for a total of eight (8) actual hours each day.
4. Irrigator – One (1) qualified full-time Irrigator working on site whose responsibilities shall include but not be limited to:
- a. Making a daily inspection of all landscaped areas.
 - b. Making adjustments to irrigation components maximizing water coverage and minimizing water runoff.
 - c. Making repairs to irrigation as discovered.
 - d. Performing, filling out, and completing all PMs.
 - e. Working with daily maintenance crews when irrigation work is not needed.
 - f. Reporting to County Project Manager or assigned area each day for work.
 - g. Working on site for a total of eight (8) actual hours each day.
5. Daily Staff – Five (5) qualified full-time general labor staff referred to as daily staff or crew whose responsibilities shall include but not be limited to:
- a. Performing all tasks required to enhance appearance and promote growth.
 - b. Inspect, maintain, and replant, clean, trip, prune, and cut all trees, scrubs, ground cover, plants, turf and perform landscape maintenance as required.
 - c. Mowing
 - d. Edging
 - e. Trimming
 - f. Maintenance
 - g. Mulch
 - h. Fertilizers
 - i. Sweeping, vacuuming, blowing, and cleaning all areas adjacent to landscaped areas including but not limited to concrete, landscaped areas, and paved areas.
 - j. Reporting to County Project Manager or designee each day prior to beginning of work.
 - k. Working on site for a total of eight (8) actual hours each day.
 - l. All staff must wear a safety reflective vest while on County property.
6. Chemical Applicator – One (1) certified chemical applicator working on site on a monthly basis and during tree trimmings, whose responsibilities shall include but not be limited to:
- a. Chemical application and product distribution used to support landscaping areas including but not limited to chemical spray, inoculations, and weed control chemicals.
 - b. Pest, rodent, and disease control.
 - c. Actual work hours shall vary depending on daily requirements.
7. Certified Arborist – One (1) International Society of Arboricultural (ISA) Certified Arborist working on site on a monthly basis and during tree trimmings.
- a. Provide soil testing by and independent laboratory.

- b. Obtain annual palm tree health reports from the palm tree doctor or arborist that specializes in palm trees.
8. Provide additional labor, tools, materials, supplies, and equipment to perform Landscape Preventative Maintenance (LPM) and Landscape Maintenance Other (LMO). Contractor shall:
 - a. Provide additional staff (as needed) required to perform additional planting and renovations to include but not be limited to:
 - Replacing and adding plants.
 - Preparing areas for planting.
 - b. Provide additional staff (as needed) required to perform tree pruning and trimming. These functions shall be on a routine and as needed basis, therefore shall not require full-time presence at JWA.
 - Tree crews shall respond to unscheduled tree needs within ten (10) hours of call out.
 - Tree crews shall trim, prune, cut palms on a quarterly basis.
 - Tree crews shall trim, prune, cut all other trees annually.
 - c. Provide additional staff (as needed) required to perform chemical applications. These functions shall be on a routine and as needed basis, therefore shall not require a full-time presence at JWA.
 - Staff shall be licensed to apply chemicals.
 - d. Provide additional staff (as needed) required to perform mulch applications. These functions shall be on a routine and as needed basis, therefore shall not require full-time presence at JWA.
 - e. Provide additional staff (as needed) required to perform fertilizations.
 - f. Provide additional staff (as needed) required to perform safety training and all other training.
 - Training shall be applicable to JWA.
 - Training shall be on JWA grounds.
 - Safety Officer shall inspect as required to mitigate safety concerns.
9. Badging – At least four (4) full time employees must be able to obtain a John Wayne Airport security badge with escort privileges. This is a must for the Supervisor, Irrigator, and two (2) other crew members. Badging costs shall be paid by the Contractor, badging costs will not be reimbursed.

VI. Supplies and Materials

Contractor shall provide:

1. Landscape Preventative Maintenance (LPM)
 - a. Task and services that repeat on a day, week, month, semi-annual basis.
 - b. Tasks and services focused on maintaining the health and aesthetics of the existing plants, bushes, shrubs, trees and ground cover at JWA.
 - c. Tasks and services focused on maintaining and extending the function and useful life of the irrigate infrastructure. This includes, but is not limited to, cleaning, adjusting, testing and minor repairs.

- d. Tasks and services focused on keeping hardscapes and fence lines free of trash, weeds, dirt and debris.
 - e. Repair and/or replacement of an element of the JWA Landscape that is damaged, diseased, dead or broken due to actions or negligence by the Contractor.
 - f. Compensation for these services will be Fixed Fee amounts.
2. Landscape Maintenance Other (LMO)
- a. Tasks and services that are not LPM, and are approved on a case-by-case or as needed basis. These tasks and services must be specifically approved by the County prior to costs being incurred by the Contractor (unless otherwise approved by the County Project Manager or designee)
 - b. Examples include, but are not limited to:
 - Planting new or replacement plants, shrubs, trees, bushes and groundcover either at the recommendation of the Contractor and subsequent approval by the County, or at the direction of the County.
 - Major repairs and replacement of irrigation system components.
 - All other, non-recurring Landscape tasks not included or identified elsewhere in the scope of work.
 - c. Compensation for LMO tasks will be determined as follows:
 - Using the Unit Cost proposed in the LMO Unit Cost Schedule.
 - If the LMO task, service or scope is not included on the LMO Unit Cost Schedule, compensation will be Time and Materials.
3. Supplies, materials and equipment shall not be stored at JWA without proper authorization and Project Manager approval.
4. Provide fertile, friable, well-drained top soil of uniform quality, free of rocks over 1 ½ inch, oils, chemicals, toxic substances and/or other deleterious materials.
- a. Soil shall be chemically tested for:
 - Salinity less than 4.0 using saturation extract conductivity (ECE x 103 @ 25°C).
 - Sodium less than 9.0 (sodium absorption ratio).
 - Boron less than 11.0 PPM (saturated extract concentration)
 - Ph of saturated paste from 5.5 to 7.5.
5. Provide organic compost such as chicken manure compost or mushroom compost:
- a. Compost shall be low in salts and heavy metals, free of weed seeds and pathogens, and other deleterious materials.
 - b. Humus material shall have a minimum ash content of 8% and a maximum ash content of 50%. Humus shall be chemically tested for and contain less than 5 millimho/cm @ 25°C of salt, and the ECE level shall be less than 5 on a saturated paste extract.
 - If the concentration of sodium chloride is 50% or less on an equivalent basis in the saturation extract, the maximum level of acceptability salinity shall be 7.5 millimho/cm @ 25°C.
 - If the concentration of sodium chloride is 25% or less on an equivalent basis in the saturation extract, the maximum level of acceptability salinity shall be 10 millimho/cm @ 25°C.

- If the concentration of calcium sulfite in the saturation extract is greater than 25 milli-equivalents per liter, the maximum level of salinity can be increased 3 millimho/cm @ 25°C.
6. Provide wood chip mulch: Wood chip mulch shall be medium grind ground tree and shrub trimmings ½” to 1” in diameter, free from dirt, debris, chemicals, or other materials, “0-2 forest floor” or approved equal.
 7. All new and replacement plants, shrubs, trees, ground cover, etc., regardless of whether they are planted under LPM or LMO portions of this contract shall meet the following criteria:
 - a. Nursery grown in accordance with good horticultural practices under climatic conditions similar to those on site.
 - b. Exceptionally heavy, symmetrical, tightly knit, and trained for development and appearance to be superior in form, number of branches, compactness and symmetry.
 - c. Sound, healthy, vigorous, well branched and densely foliated.
 - d. Free from disease, insect pests, eggs or larvae.
 - e. Free from physical damage or adverse conditions, which would prevent growth.
 - f. Grown in containers of the specified sizes for at least six (6) months but less than two (2) years.
 - g. Free of kinked, circling, or girdling roots with no evidence of a pot-bound condition.
 - h. Free from multiple leaders (trees and shrubs) unless specified and free from damaged or crooked leaders.
 - i. Free from abrasions, sunscalds, disfiguring knots, calluses, etc.
 8. Provide tree stake Lodge Poles made of pine with at 10” tapered driving point and chamfered top and treated with copper Naphthanate or Pentachlorophenol, i.e. green coloring.
 9. Provide cinch ties made of rubber and a minimum of 36” long.
 10. Provide dead men made of locust, catalpa, cedar, or redwood with one ¾” x 4” galvanized eyebolt centered and secured on its side with a screw type galvanized steel ground anchor or universal ground anchor.
 11. Provide plastic tubing guy cables:
 - a. Made of 1 x 19 Air Cord
 - b. 3/8” diameter by 3’ long
 12. Provide galvanized or dip-painted turnbuckles that are not welded.
 13. Provide galvanized or copper cable clamps.
 14. Provide copies of MSDS for all chemicals used in the performance of this work to each employee in compliance with OSHA’s hazard communication standard 29 CFR 1910.1200.

VII. Public Health and Safety Provisions

Contractor shall:

1. Implement safety precautions at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with OSA requirements, and federal state safety orders.
2. Take proper safety and health precautions to protect work, workers, public, property, and property of others. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect County’s property from injury or loss arising in connection

with this Contract. All damage shall be repaired or replaced, at the option of County, at Contractor's expense with seven (7) calendar days after notification of such damage, except emergencies, which shall be completed immediately. Repairs and/or replacements shall be equal to original in all aspects. If Contractor fails to correct any damage, County may initiate repairs or replacement and may withhold the cost of those repairs or replacements from any monies due or to become due to Contractor.

3. Have, at work site, copies of or suitable extracts of "construction safety orders" and "general industry safety orders" issued by the California State Division of Industrial Safety. Contractor shall comply with the provisions of these and all applicable laws, ordinances, and regulations.
4. Submit for approval, prior to beginning the Contract, a comprehensive safety plan outlining code of safe work practices and procedures as listed in appendix c: code of safe practices in the guide to developing your workplace injury and illness prevention program, title 8, section 1509, industrial and illness prevention program, subchapter 4, construction safety orders, article 3, general, for all activities including, but not limited to, trenching and shoring, fall protection, confined space entry, hazardous materials, night work, and lockout block-out. The plan shall provide a list of competent person for activities for which competent persons are defined and are required by state law including, persons responsible for the application of pesticides, herbicides, fungicides and fertilizers.
The safety plan is to contain directions to the closest hospital and provide a map showing JWA and the location of the hospitals. Information regarding spill response and hazardous materials to be included. The plan shall be reviewed and signed by all persons entering JWA property. The plan shall identify the projects included in the safety plan; describe operational safety during the activity, and limitations of the work area. It shall provide a method for the identification of Contractor's vehicles, and it shall list safety considerations to be discussed at a conference at the beginning of Contract service period and at subsequent safety meetings. The plan must include training and necessary licensing and certification for all persons handling and applying pesticides, herbicides, fungicides and fertilizers or other hazardous materials. All safety and hazardous materials training must be documented.
5. Conduct safety meetings. Safety meetings shall be held and documented at the start of Contract and at regularly scheduled times as described in the safety plan and at the introduction of new personnel on site. The meetings shall cover the items in the safety plan. This is also a good time to review the JWA environmental requirements (such as not hosing down work areas, etc.).
6. Adhere to JWA's safety and security standards by having all equipment, tools, and materials in the technician's immediate possession at all times.
7. Provide and place all necessary safety and traffic control equipment required to protect its employees, the public and surrounding areas.
8. Be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by Contractor during the performance of work on this Contract.
9. Remove and properly dispose of, all trash and debris generated from its operations prior to the end of each workday at Contractor's expense. County trash dumpsters shall not be used for this purpose.
10. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and

- applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls. The County reserves the right to issue restraint or cease and desist order to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.
11. Hazardous Conditions – The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the County.
 12. Traffic Control – During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways so as to cause a minimum of inconvenience to the general public, and shall hold the County harmless from all claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon. Means of ingress and egress for occupants of property of buildings shall be provided at all times unless otherwise approved by County.
 13. Reflective garments meeting ANSI 107-2010, Class 2 or better must be worn at all times while on-site. Reflective garments must:
 - a. Be worn as the outside layer at all times while on duty.
 - b. Must be clean and in good condition.
 - c. Be consistent – all staff must have similar colors and styles.
 - d. Be clearly marked with the Contractor/Firm name, legible from a minimum of ten (10) feet away.
 14. The County reserves the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvements of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
 15. In the event the County should elect to stop work because of any type of existing safety hazards after the contractor has been notified and provided ample time to correct, the contractor shall bear all cost for eliminating the hazard(s) and shall not be granted compensation for work stoppage. The contractor shall pay all additional expenses.
 16. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.
 17. Damages caused by the contractor to any properties shall be repaired or replaced to the satisfaction of the County at the expense of the contractor. The County, at its sole direction, may elect to repair or replace the damaged property, and deduct such costs from monies due to the contractor.
 18. The contractor shall, within fourteen (14) calendar days of contract award, submit its own detailed safety and protection plan/program that shall comply with all the safety, environmental protection, property protection and health provisions of the Contract.

19. Prior to use of any products or materials, the contractor shall provide the following submittals for review and approval by the County Project Manager. Contractor shall furnish the following:
 - a. Manufacturer's product data and literature
 - b. Manufacturer's installation recommendations
 - c. Samples, if required but the County Project Manager
 - d. Material Safety Data Sheets (MSDS)
20. Communications Equipment – The contractor shall provide cellular telephones with a radio feature on a business network and full cellular/radio/text messaging service for all on-site personnel. Telephone numbers shall be provided to the County Project Manager and service shall be maintained in a current status at all times during the contract term. The contractor's on site staff shall during all Duty Hours carry the communications equipment with them in good operating condition.

VIII. Hazardous Materials or Substances

Contractor shall:

1. Comply with all material usage limitations; permit record keeping, and reporting requirements imposed by federal, state, and local laws and regulations. Before bringing any material subject to requirements under this section onto the job site, Contractor shall notify County what type and quality of material shall be used and shall provide County Project Manager with the MSDS as required by law.
2. Drift – Limit drift to a maximum of 6" when spraying.
3. Comply with environmental laws. Contractor agrees to accept full responsibility for compliance with all applicable environmental laws, rules regulations, restrictions, and ordinances relating to hazardous materials. Contractor shall comply with all such environmental laws, rules and regulations, including, but not limited to, those applicable to:
 - a. Underground storage tanks, pipelines, pumps and other equipment.
 - b. The storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants, coolants, pesticides, herbicides, fertilizers, batteries and/or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.
4. Perform remediation as it occurs. Contractor agrees that is shall be responsible for the clean-up, removal and remediation of any hazardous materials or contamination caused by Contractor or any of its subcontractors or agents.

IX. Performance Specifications

1. Landscape Preventative Maintenance (LPM) Requirements Tasks and Services

All services, tasks, labor, materials and equipment identified in this section must be included in the fixed fee recurring, landscape maintenance services unless specifically noted otherwise. Contractor shall – Perform Daily Preventative Maintenance Tasks:

- a. Daily between the hours of 6:30 a.m. until 3:00 p.m Monday through Friday.
- b. Conduct staff meeting with County Project Manager.

- c. Remove all loose trash, litter, broken glass, and all materials in all landscaped areas, adjacent to parking lots, adjacent to buildings, adjacent to concrete swales, sub drains, and the 8.5 miles long x 6' width of perimeter fence line around the airfield, Main Street Lot and Employee Lot.
 - Dispose of all trash and debris generated from Contractor's operations prior to the completion of each day's activities. County dumpsters shall not be used for this purpose.
 - When working in respective areas, sweep, vacuum, or blow down.
 - Sweep, vacuum, or blow down all areas adjacent to landscaped areas, which include but are not limited to concrete, landscaped, and paved areas as needed.
 - Sweeping, vacuuming, or blowing down shall be concurrent with any work performed in each area.
- d. Provide a regular routine chemical application program to control weed growth, supplemented by hand removal of noxious weed or grasses as required.
 - A broad-spectrum pre-emergent weed control shall be applied to all ground cover areas and shrub beds.
 - A contact herbicide spray shall be used to control vegetation around tree wells.
 - All herbicides shall be applied in strict accordance with the product manufacturer's instructions and regulatory agency requirements.
 - Chemical control of broad leaf weeds shall be employed as often as necessary to maintain turf grass areas in a "weed-free" condition.
 - Chemical control shall not be applied for 4 to 6 weeks following aeration, de-thatch and/or over seeding.
 - Comply with chemical application regulations.
 - Line trimmers shall not be utilized to remove weeds.
 - Mechanical methods shall be used except where physically not possible or practical. Method for removal shall be hand removal or cultivation depends upon planting concentration.
 - Remove, spray, and apply pre-emergence to weeds in all areas.
 - Weeds and grasses shall be removed from all planted areas within 14 days from the time they are first visible.
- e. Upon arrival each day, inspect all streets and gutters for dryness.
 - Ensure that the irrigation system works as designed.
 - If dry conditions are found, continue inspecting all other irrigated areas and perform irrigator duties.
 - If water is present, proceed with determining what and where the water source is and report to County Project Manager immediately.
 - Make adjustments or repairs to irrigation system as needed.
 - Adjust irrigation controller times as weather changes.
 - Adjust all irrigation water towards the intended landscaping and prevent zero water runoff.
- f. Remove all dead, damaged or diseased limbs from all trees.
- g. Hand water where required.

2. Perform Weekly Preventative Maintenance Tasks:
- a. Weekly tasks shall be invoiced on a monthly cycle.
 - b. Starting on the first work day of the week and be completed by the last work day of the week.
 - c. Mow and edge all turf areas:
 - December through February 2"
 - March through May 2 ½"
 - June through August 3"
 - September through November 2 ½"
 - d. Mow and edge all turf grass missed due to inclement weather. Mowing shall be rescheduled and completed with three (3) days of the mowing schedule.
 - e. Adjust the mower blade to the proper height and have a sharp blade.
 - f. Mowing equipment shall be thoroughly washed with water prior to each mowing to remove any residue from mowing operation at other locations and thereby eliminate the spread of disease, noxious weeds and foreign grasses.
 - g. Mowing patterns shall follow the natural contours and/or general shape of the turf area. However, mowing patterns shall be changed weekly to avoid creating ruts and/or compaction from equipment wheels.
 - All visible grass clippings shall be collected and removed from the site at the end of each day's mowing operations.
 - All walkways, roadways or other areas dirtied by mowing and edging operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's mowing operations.
 - Reseed bare, damaged, or sparse turf.
 - h. Provide, install, and maintain a wood chip mulch ground cover under all trees, scrubs, ground cover, and plants.
 - The mulch shall cover all areas and ensure that there are no exposed soil areas except around the airfield perimeter, Main Street Lot perimeter, and Employee Lot perimeter.
 - Use a medium grind mulch ½" to 1" in diameter.
 - Use mulch that is free of weeds, other landscape cuttings, or any other foreign materials.
 - Maintain 1" to 3" of mulch ground cover.
 - Expose 6" diameter soil around root ball for all plants and shrubs.
 - Install and maintain mulch under trees creating tree wells.
 - Create a 3' diameter tree well around small trees.
 - Create a 6' diameter tree well around large trees.
 - Maintain mulch in all areas.
 - Cultivate mulched areas.
 - Rake all existing mulch.
 - Kill and remove all weeds found within all of the mulch.
 - Install mulch in all dirt areas or when there is less than .5" average mulch height.
 - i. Perform general tree maintenance.

- j. Maintain bare soil tree wells around all other trees.
 - k. Set irrigation times and mowing schedule so that turf shall not be watered at least twenty-four (24) hours prior to mowing.
 - l. Monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend and implement changes in the duration of the water cycle on a monthly basis. Adjust the irrigation controllers and sprinkler frequencies and durations to meet the requirements of each variety of landscaping. Irrigate as required to develop deep roots and maintain adequate growth and appearance.
 - All turf grass areas shall be irrigated, as required, to replenish the soil moisture below the root zone, approximately 3' to 6' deep.
 - At a minimum inspect and test all irrigation systems once per week on Tuesday. Contractor shall monitor and repair the irrigation system to maintain 95% effectiveness, efficiency, and operation. Contractor is responsible for the irrigation system 24/7 which includes but is not limited to the following:
 - Maintain the entire irrigation system to include all components from connection at the meter (controllers, valves, main and lateral lines, and sprinkler bodies and heads) in an operational state at all times.
 - Replace all damaged or malfunctioning irrigation components with original type and model unless County Project Manager approves a substitute.
3. Perform Monthly Preventative Maintenance Tasks:
- a. Monthly tasks shall be invoiced on a monthly cycle, start on the first workday of the month, and be completed by the last workday of the month.
 - b. Perform irrigation between the hours of 9:00 pm and 5:00 am in all areas except in front of terminal, which shall be irrigated between the hours of 12:00 midnight and 5:00 am. Contractor shall perform special watering during daytime hours after fertilization or periods of extreme dryness. Operations shall be monitored to prevent overspray or prevent runoff.
 - c. Test all twenty-two (22) irrigation controllers A through V, and all sprinkler heads associated with controllers A through V.
 - Determine if irrigation controllers are functioning properly.
 - Check for broken or cut wires.
 - Check to see if the connections are tight.
 - Determine if controller has power.
 - Determine run times.
 - Run each station manually and determine proper operation.
 - Run each station using radio device.
 - Determine if sprinklers are functioning properly and have proper coverage.
 - Determine if irrigation valves are functioning properly.
 - Determine watering depth by using a soil probe.
 - Use results to adjust irrigation controller and water depth.
 - Provide a report describing the irrigation performance and all changes made to maximize performance.

- Clean and adjust sprinkler heads that perform poorly or are misdirected. Adjust system to provide adequate coverage, prevent runoff, and prevent overspray onto non-landscaped areas.
- Repair irrigation controllers.
 - Repair damaged irrigation controller housing.
 - Repair damaged wires.
 - Replace irrigation controllers as directed by JWA (Landscape Maintenance Other (LMO)).
- Repair or replace all missing or broken sprinkler heads.
- Repair or replace all missing or broken sprinkler bodies.
- Repair or replace all irrigation valves that perform poorly or are not working as directed by JWA (Landscape Maintenance Other (LMO)).
- Repair all broken sprinkler lines.
 - Main as directed by JWA (Landscape Maintenance Other (LMO))
 - Branch
 - Emitters
 - Drip
- Maintain all irrigation controllers.
 - Clean the exterior and interior of irrigation controller.
 - Set irrigation controllers for optimum watering times.
 - i. Note that costs for excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized changes in irrigation frequency may be deducted from payments to Contractor based upon comparisons with historical expenditures.
 - ii. Irrigation water shall be applied in short, intermittent intervals to allow water to penetrate and prevent runoff.
 - iii. Adjust irrigation controller as the soil probe and weather dictates.
 - iv. Test irrigation at Contractor discretion but shall meet all environmental regulations.
 - v. Note that JWA uses domestic water through the Irvine Ranch Water District and Mesa Consolidated Water District.
- d. Perform a monthly arborist inspection in all areas:
 - Monthly arborist inspection tasks shall be invoiced on a monthly cycle.
 - Make reports.
 - Coordinate corrections required to promote maximum health growth.
- e. Maintain all tree wells:
 - Provide symmetrical and similar sized tree wells.
 - Root-grind all visible roots within the tree well and in turf areas.
 - Install turf when tree well gets to large or is not symmetrical.
 - Cultivate tree wells.
 - Mulch tree wells.
- f. Fertilize all landscaping:
 - All landscape areas shall be fertilized in accordance with the Fertilization Schedule.

- All areas shall be free of moisture at the time the fertilizer is applied, and then shall be thoroughly soaked immediately after the fertilizer is applied.
 - Additional fertilization may be required for palms under stress or in decline and shall consist of a deep-root method of injecting water-soluble fertilizer around each affected area.
 - All areas shall be free of moisture at the time the fertilizer is applied, and shall be thoroughly soaked immediately after the fertilizer is applied.
- g. Provide chemical controls:
- All turf grass and landscape areas shall be maintained free from insects and diseases.
 - When insect damage is suspected, Contractor shall make an accurate identification of the specific insect and implement a program for application of the appropriate insecticide. Contractor shall refer to the following publications:
 - Thatch borne insects – see University of California – Manual 41, Pyrethrum test
 - Soil borne insects – see University of California:
 - i. Publication 2540, “insect and mite control on lawn”
 - ii. Manual 412, “turf grass pests”
 - iii. Leaflet 209, “guide to turf grass pest control”
 - When disease is suspected, Contractor shall make an accurate identification of the specific disease and implement a program application of the appropriate fungicide.
 - Once a disease has been identified, fungicides shall be applied continuously throughout the active season, i.e. through October, or until environmental conditions change.
 - Fungicides shall only be used to treat a specific disease and shall not be used in a generalized, preventative program.
- h. Provide and apply pest controls: This shall be completed on a monthly cycle, however, Contractor shall expend as much effort as required to eliminate pests, which include but are not limited to snails, flies, spiders, and any other species that may be considered pests.
- i. Provide and apply rodent controls: This shall be completed on a monthly cycle, however, Contractor shall expend as much effort as required to eliminate rodents, which may include but are not limited to rats, mice, gophers, rabbits, and any other species that may be considered rodents
- All turf grass and landscape areas shall be maintained free of rodents to include gophers and ground squirrels, and pests to include snails, sow bugs and caterpillars that could cause damage to the turf grass, landscape materials, irrigation system, facilities or cause erosion.
 - All methods shall conform to EPA or other environmental regulations.
 - All damage resulting from Contractor’s failure to control rodents and/or pests shall be repaired or replaced at Contractor’s expense.
- j. Provide and apply insect controls: This shall be completed on a monthly cycle, however, Contractor shall expend as much effort as required to eliminate insects,

- which include but are not limited to insects, aphids, and any other species that may be considered insects.
- k. Provide and apply disease controls: This shall be completed on a monthly cycle, however, Contractor shall expend as much effort as required to eliminate all diseases that may be present within the landscaping.
 - l. Trim ground cover: Edge ground cover where it contacts concrete, pavement, turf, and other landscape areas or buildings.
 - m. Trim plants:
 - Trim plant leaves to maximize growth and appearance.
 - Thin and split Birds of Paradise to prevent over growth. Replant splits when possible or when plants are missing or damaged.
 - n. Inspect and maintain the sub-drainage system (sump):
 - Pump water as necessary.
 - Report damage: Contractor shall inspect, and maintain the sub-drain system for proper operation and water level at the following intervals:
 - On the first Tuesday of each month throughout the year.
 - Daily during periods of rain.
 - Contractor shall pump out all excess water as often as required.
 - o. Provide monthly reports:
 - Arborist Report
 - Inspection Log – Insects and Disease
 - Inspection Log – Palm Tree Sumps
 - Inspection Log – Soil Probe
 - Pesticide/Fungicide Log
 - Fertilizer Log
 - Daily Staff Log Sheet
 - Staff Training Log
 - Safety Training Log
4. Perform Six (6) Week Preventative Maintenance Tasks:
- a. Perform Six (6) Week Preventative Maintenance Tasks – the six (6) week tasks shall be completed within the first week of each six (6) week period throughout the Contract.
 - b. Fungicide shall be applied to the Pittosporum eight (8) times per year (approximately six (6) weeks apart) during the first weeks of January, April, July, October, and the third weeks of February, May, August, and November.
 - c. Chemical application for weed control shall be used on areas such as planters, buildings, around trees, under fence lines, etc., and shall not be used around sprinkler heads.
 - d. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
5. Perform Quarterly Preventative Maintenance Tasks:
- a. Complete quarterly tasks starting from Contract execution date and have completed within each ninety (90) days, and for each subsequent anniversary dates:

- b. Perform tree trimming and pruning services:
- Note this is on a quarterly cycle, however, County Project Manager may request different intervals depending on growth and fruit. Utilize equipment that is clean, sharp and expressly designed for tree pruning. Additional tree trimmings shall be completed at no additional charge and must be completed within seven (7) days of request.
 - Trim all palm trees to have a full balanced 180-degree umbrella. Additional trimmings may be needed due to winds, County Project Manager requests, and other elements.
 - All fronds and limbs shall be lowered to the ground using a method, which prevents damage to the facilities or other landscaping.
 - All pruning tools shall be disinfected between each tree using a 50/50 bleach solution submerged for five (5) minutes.
 - All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
 - Do not prune green, live palm tree tissue.
 - Palm tree fronds shall be dead and dry.
 - Palm tree trunks skinned and shape pineapples.
 - Prevent damage or injury from falling fronds.
 - Remove fruit.
 - Produce sound, healthy trees.
 - **Chain saws are strictly prohibited for palm trees.**
 - **Climbing spikes are strictly prohibited for all trees.**
- c. Trim shrubs:
- On a quarterly cycle. County Project Manager may request different intervals depending on growth.
 - To a uniform height and width when hiding a wall or when used as a hedge. CONTRACTOR shall use the level lines of the walls or buildings for trimming restrictions.
 - To a free form shape when shrubs are used as filler or decoration.
 - Replace all damaged, missing, deceased, or dead shrubs. (Landscape Maintenance Other (LMO) unless damage, missing, death or disease was caused by Contractor).
 - So that no wood is visible.
 - After flowers have fallen.
 - To promote healthy growth.
 - To restrict growth from sidewalks, facility entrances, or other access ways.
 - Based upon the health and growth of the individual shrub.
 - All shrubbery shall be trimmed shaped, and thinned in April and in September to:
 - Produce sound shrubs.
 - Symmetrical, but natural appearance.
 - Removal all dead, damaged or diseased limbs with the proper horizontal and vertical clearance.

- All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
- All limbs 1” or greater in diameter shall be undercut to prevent splitting.
- All equipment utilized shall be clean, sharp and expressly designed for pruning.
- All leaves shall be raked from under shrubs during the third week at least once each month.
- For security reasons, Main Street fence shall be kept clean from any plant life.

d. Soil Testing and Adjustments

Take soil samples in fifty (50) various areas. Upon test results adjust as follows:

- Modify fertilization, chemicals, and disease control to improve results
- Retest thirty (30) days from corrected actions or as many times necessary to submit and acceptable report.
- Have the soil samples tested by an independent laboratory each quarter and determine the following:

- Anion and cation exchange capacity

Anions	Cations
Ammonium	Nitrate
Calcium	Phosphate
Sodium	Sulfate
Potassium	Oxide
Magnesium	Carbonate

- Soil pH
- Mineral formation and transformation processes
- Clay mineralogy
- Sorption and precipitation reactions in soil
- Oxidation-reduction reactions
- Chemistry of problem soils

pH	Magnesium (Mg)
Boron (B)	Manganese (Mn)
Calcium (Ca)	Molybdenum (Mo)
Carbon	Nitrogen (N)
Chlorine (Cl)	Oxygen
Copper (Cu)	Phosphorus (P)
Fe	Potassium (K)
Hydrogen	Sulfur (S)
Iron (Fe)	Zinc (Zn)

- Adjust fertilization schedule to correct imbalances in the soil chemistry

6. Perform Annual Preventative Maintenance Tasks:

- a. Contractor shall submit an annual chemical usage report to the Project Manager.

- b. Complete the first annual tasks ninety (90) days from Contract execution date and ninety (90) days for each subsequent anniversary date.
- c. Apply Granulated Gypsum to all areas.
- d. Leach all areas:
 - Flood each area avoiding runoff.
 - Perform three (3) days in a row.
 - A minimum of three (3) days each year to rinse the salts from the soil.
- e. Provide a third party's annual palm tree health report and palm tree maintenance services.
 - Subcontract annual palm tree health report services, utilizing a third party expert at Contractor's expense.
 - Submit to the County Project Manager, annual tree health report, upon completion of annual palm tree health report services, but no later than ninety (90) days from Contract execution date and each subsequent year.
 - Annual palm tree health report services shall include recommendations for palm tree health care maintenance:
 - Tree report shall include location, type of tree, visual and physical condition, recommendations to improve overall condition, soil testing to determine pH balance and nutrients, and identify any diseases or health risks.
 - Correct all discrepancies found on the palm tree health report within 10 days of receipt.
 - i. If the health report deems a palm tree healthy, Contractor shall make all attempts to maintain the palm tree's health.
 - ii. If the inspection deems a palm tree as unhealthy but savable, Contractor shall make all attempts using the health report as a tool and guide to restore the palm trees health.
 - iii. If the inspection deems a palm tree unhealthy and not savable, Contractor shall not be responsible for that particular tree and shall submit a proposal for the removal and replacement of said tree as an Additional Service.
 - iv. If the inspection report deems a palm tree healthy and the palm tree contracts a disease and becomes unhealthy and not savable by following the health report recommendations, Contractor take all reasonable steps to determine the reason(s) the tree become diseased, unhealthy and unsavable and coordinate next steps with the County.
 - v. If Contractor is responsible for the spread of diseases from one tree to the next or damages a tree in any way, Contractor shall replace the palm tree at their costs within ninety (90) days.
 - vi. If a tree becomes unhealthy at any point during Contract, Contractor shall utilize the third party's observations and recommendations to improve the health and appearance of the said palm tree at Contractor's expense.
 - vii. Document all treatments at the time of each treatment for verification purposes.

7. Tree Trimming

Perform Tree Trimming, Pruning, and thin all trees in the month of October of each year:

- a. All trees shall be trimmed between the hours of 11:00 p.m. to 4:30 am in public areas, and between the hours of 11:00 p.m. to 11:00 a.m. in all non-public areas.
- b. Excludes Palm Trees, Palm trees are on quarterly cycle.
- c. Trim, prune, and thin approximately four-hundred fifty (450) trees (other than palms) annually as needed. There are two trees, next to sound towers off site that shall be included:
 - Produce sound, healthy trees.
 - Maintain symmetrical appearance and accentuate the natural form and features of each tree.
 - Maintain proper vertical clearance (10' over sidewalks and 14' over roadways).
 - Maintain proper horizontal clearance (against buildings or overhanging adjacent property).
 - Additional trimmings may be needed due to winds and other elements.
 - All cuts shall be made sufficiently close, flush if possible, to the parent limb so that healing can readily start under normal conditions.
 - All limbs 1½" or greater in diameter shall be undercut to prevent splitting.
 - All limbs 4" or greater in diameter shall initially be cut off 2 feet from the trunk, then cut off at the trunk.
 - All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs or to other landscaping.
 - All cuts which exceed 1½" in diameter shall be treated with an appropriate tree heal compound.
 - All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
 - All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
 - Avoid pruning the central leader to avoid a multi-leader form and the abundance of weak, vegetative growth.
 - Remove all suckers, water sprouts, crisscrossing, heavily laden side branches, and thin crown to remove wind resistance.
 - Prune multi-leader or branched main trunk trees to develop permanent scaffold branches, which are smaller in diameter than the trunk or branch to which they are attached.
 - Prune to provide a vertical spacing of 18 to 24 inches and a radial orientation to avoid overlapping.
 - Prune to eliminate narrow v-shaped branch forks.
 - Thin out crowns to reduce toppling and wind damage.
 - Prune to meet space limitations and maintain the natural appearance.
- d. Aerate all turf October 1st to October 31st of each year and immediately prior to the scheduled fertilization in October.

- Aerate all turf areas between October 1st and October 31st. (Except tall fescue).
 - Aeration shall consist of removal of 1 inch diameter cores, 4 inches deep, spaced 12 inches on center.
 - All cores shall be removed from the turf areas, all walkways, roadways or other areas dirtied by aeration operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day’s operations.
- e. Dethatch all turf areas between October 1st and October 31st. (Except tall fescue).
- Schedule dethatch immediately following a normal mowing and immediately prior to the scheduled fertilization in October.
 - Use a verticut to remove all but the last ¼ inch of thatch.
- f. Reseed all turf areas October 1st to October 31st of each year and immediately prior to the scheduled fertilization in October.
- Over-seed aerated and dethatched turf with like turf.
- g. Clean all walkways, roadways, or other areas dirtied by de-thatch operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day’s operations.
- h. Drench all Eucalyptus tree wells with merit. Inoculations may be substituted at JWA’s discretion.
- i. Fertilize all areas as specified in one of the two (2) scenarios listed below. Contractor is responsible to purchase at its expense and apply fertilizers using one of the chosen fertilization schedules. Once the method of fertilization is chosen, Contractor shall adhere to the schedule. Adjustments may be required based on soil sample results, health, and overall look of the landscape. Contractor shall also supplement the minimum fertilization schedule as needed to promote health and look. JWA shall determine the need and Contractor shall implement immediately. JWA shall choose one of the scenarios but reserves the right to use the other scenario at any time.

Fertilization rates apply to areas as follows:

- Scenario #1 is using Contractor’s labor to apply traditional fertilizers and traditional methods. Contractor shall use the fertilization chart. The chart is designed with the assumption that the soil chemistry is in balance, the soil has a low salt content, and the soil contains the proper micronutrients. Scenario #1 is designed using a schedule designed by Simplot using “BEST” products. Contractor may substitute other manufacturers with JWA approval. If the substitution does not yield results than Contractor shall use BEST products.
- Scenario #2 is subcontracting a company that specializes in fertilization. Fertilization subcontractor shall adhere to the fertilization chart below as fertilization minimums.

Fertilization

i. Schedule

Month	Day	Product	Application	Location
January	1-7	Nitra-King 19-4-4	1 lb for every 182 sqft	Turf
January	1-7	Triple-pro 15-15-15	1 lb for every 152 sqft	Ground Cover & Flowers
January	1-7	14-14-14	1 lb for every 250 sqft	Color

February	12-17	Nitra-King 19-4-4	1 lb for every 182 sqft	Turf
February	12-17	Dimension 270G	1 lb for every 150 sqft	Turf
February	1-7	Palm Plus	32 oz per tree	Palms
February	1-7	Super Iron 9-9-9	1 lb for every 90 sqft	Flowering Shrubs
March	1-7	Nitra-King 19-4-4	1 lb for every 182 sqft	Turf
March	1-7	Triple-pro 15-15-15	1 lb for every 152 sqft	Ground Cover & Flowers
March	1-7	Super Iron 9-9-9	1 lb for every 90 sqft	Flowering Shrubs
April	1-7	14-14-14	1 lb for every 250 sqft	Color
May	1-7	Super Turf 25-5-5	1 lb for every 167 sqft	Turf
May	1-7	Triple-pro 15-15-15	1 lb for every 152 sqft	Ground Cover & Flowers
June	1-7	Super Iron 9-9-9	1 lb for every 90 sqft	Flowering Shrubs
June	1-7	Palm Plus	32 oz per tree	Palms
July	1-7	Triple-pro 15-15-15	1 lb for every 152 sqft	Ground Cover & Flowers
July	1-7	14-14-14	1 lb for every 250 sqft	Color
August	1-7	Super Turf 25-5-5	1 lb for every 167 sqft	Turf
August	1-7	Super Iron 9-9-9	1 lb for every 90 sqft	Flowering Shrubs
September	1-7	6-24-24 XB	1 lb for 120 sqft	Turf
September	12-17	Dimension	1 lb for every 435 sqft	Turf
September	1-7	Triple-pro 15-15-15	1 lb for every 152 sqft	Ground Cover & Flowers
October	1-7	Nitra-King 19-4-4	1 lb for every 182 sqft	Turf
October	1-7	Super Iron 9-9-9	1 lb for every 90 sqft	Flowering Shrubs
November	12-17	Nitra-King 19-4-4	1 lb for every 182 sqft	Turf
December				

ii. Application Rates

Type	Each Application	Annual Quantity
Nitra King 19-4-4	(15) 50 lb. bags	(75) 50 lb. bags
Triple Pro 15-15-15	(75) 50 lb. bags	(373) 50 lb. bags
14-14-14	(2) 50 lb. bags	(6) 50 lb. bags
Demension 270G	(18) 50 lb. bags	(36) 50 lb. bags
Palm Plus 13-5-8	(9) 50 lb. bags	(18) 50 lb. bags
Super Iron 9-9-9	(23) 50 lb. bags	(112) 50 lb. bags
6-24-24 XB+	(22) 50 lb. bags	(22) 50 lb. bags

8. Landscape Maintenance Other (LMO) Requirements Tasks and Services

a. Start-up Inventory and Report – Within ninety (90) calendar days of the start of this contract, Contractor shall complete and submit a Start-up Inventory and Report that shall include but not be limited to the following:

- A map identifying:
 - i. Landscape Contract Zones and Legend (approach to be mutually agreed upon between the County and the Contractor)
 - ii. Locations of key landscape features and critical landscape infrastructure.
 - iii. Format – To scale, overlaid on an aerial provided by JWA, in PDF and dwg format (JWA to provide base file).
- Inventory:
 - i. A list of all plants, bushes, trees, turf, ground cover at the airport. List should be sortable by plant type or zone, and include but not be

- limited to: Category (plant, tree, etc.), Type (Rose, Oak Tree, etc.), Quantity and Zone.
- ii. A list of landscape infrastructure. List should include backflow devices, controllers, access boxes and hand holes, etc. Information for each access or piece of equipment should include, but not be limited to: Description, Make and Model, Zones.
 - Recommendations:
 - i. Start-Up Inventory reporting recommendations – Contractor shall provide a report that provides the following:
 - Acknowledges County provided scope of work and makes recommendations for improvements that can be implemented without additional contract costs.
 - Provides recommendations for future studies and improvements to enhance the scope of work to manage and maintain the airport grounds in a manner that is cost effective, aesthetic, healthy and environmentally sensitive. This section should include approximate cost ranges for implementing each of the recommendations.
9. Root Maintenance – complete the following one (1) time on or about December 1, 2022 or on a schedule mutually agreed to between the Contractor and County.
- a. Perform root grinding to all trees surrounded by turf (except palm trees, approximately twenty-five (25) trees). Contractor shall root grind the first February from Contract execution date and have complete grinding within two (2) weeks of start date.
 - Root grind all trees surrounded by turf to create tree wells.
 - Root grind to prevent curb and gutter damage.
 - Create a 3’ diameter by 6” deep tree well around small trees.
 - Create a 6’ diameter by 6” deep tree well around large trees.
 - Grind and remove all roots in turf. Back fill and plant sod.
 - b. Perform root pruning to twenty-five (25) palm trees. Contractor shall root prune twenty-five (25) palm trees in the first February from Contract executed date and have completed pruning within two (2) weeks of start date.
 - Use a Jackhammer with a spade bit and other assorted tools to root prune all palm trees surrounded by concrete. This creates a type of planter box.
 - Remove all dirt, sprinklers, and roots from tree trunk to planter edge and 24” from grade level down. Dispose of roots and soil off site.
 - Treat exposed roots with a liquid copper fungicide.
 - Replace and test irrigation.
 - Replacement of the soil:
 - Bottom layer to be of washed plaster sand.
 - Top layer to be 6” of planter mix.
 - Soil shall be compacted to eliminate air pockets.
 - Soil surface shall be 6” below the top of the planter.
 - Plant eight (8) one gallon Red Lantana around each of the twenty-five (25) root pruned palm tree, for a total of two-hundred (200).

- All work shall be done with tarps for the protection of the concrete from stains.
 - All equipment must be sterilized with a 50% bleach solution for 5 minutes.
 - No vehicles shall be permitted on the concrete.
 - Work and clean up shall be restricted to the hours between 11:00 p.m. and 5:30 a.m.
- c. Reference University of California publication:
- AXT – 288, “Pruning Landscape Trees”
 - All trees shall be trimmed between the hours of 11:00 pm to 4:30 a.m. in public areas, and between the hours of 11:00 p.m. to 11:00 a.m. in all non-public areas.

Attachment B
Contractor's Pricing

This is a fixed price Contract between County and Contractor, for Exterior Landscape Maintenance Services, as set forth in Attachment A, "Scope of Work".

A. Compensation

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

~~Contract not to exceed \$1,716,018.00~~

B. Fees and Charges

The County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Landscape Preventative Maintenance (LPM) - This component includes all recurring services required to maintain the Airport Landscape Areas as described in the contract scope of work.

Fixed Cost Landscape Preventative Maintenance (LPM)			
Service	Units Per Year (Occurrences Per Year)	**Unit Cost (Cost per Annual Occurrence)	Extended Cost
Annual Tasks	1	\$67,433.30	\$67,433.30
Semi-Annual	2	\$ 1,254.00	\$2,508.00
Quarterly Tasks	4	\$17,829.90	\$71,319.60
*Monthly Tasks	12	\$26,692.60	\$320,311.20
6 Week Tasks	9	\$ 1,381.60	\$12,434.40
Total Annual LPM Fixed Costs			\$474,006.50
Monthly Costs (Annual LPM Fixed Costs/12)			\$39,500.54

Notes:

(*) Monthly Tasks shall include Daily, Weekly, Monthly tasks

(**) Unit costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3) If the contract is extended beyond three years, Units Costs may be renegotiated on an annual basis. In no event shall an agreed upon increase be greater than the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

Landscape Maintenance Other (LMO) – LMO Unit Cost Items

The line items and quantities in the following LMO Unit Cost Schedule are based on the County's estimate of what may need to be repaired or replaced assuming a five (5) to ten (10) year lifespan on most landscape components. The Schedule will be used to define per unit costs and a contract budget, however, the actual scope of LMO work will be completed on an as-needed, case-by-case basis and usage may vary from the LMO Unit Cost Schedule.

Unused LMO budget may roll over to subsequent years for the term of the contract.

The per unit costs proposed in the LMO Unit Cost Schedule must include all costs, including, but not limited to, labor, overhead, materials and equipment, required to plant, repair or replace the item in a manner consistent with the contract scope of work or as mutually agreed upon between the Contractor and County. Unit costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3) If the contract is extended beyond three years, units costs may be renegotiated on an annual basis. In no event shall an agreed upon increase be greater than the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

Line #	Unit Description Item includes all labor, materials, plants, parts and equipment to plant, replace, and/or install	Units	Estimated Quantity	Per Unit Cost
1	Festuca Eletior/ Tall Fescue Solid Sod Marathon II Sq. Ft Turf Grass.	SqFt	28,638	\$1.00
2	Agapanthus Africanus - Lily of The Nile With Blue Flowers	Each/1 gallon	10,040	\$12.00
3	Strelitzia Reginae- Bird Of Paradise	Each/5 gallon	359	\$32.00
4	Photinia Fraserii	Each/5 gallon	198	\$32.00
5	Morning Glory Vine	Each/1 gallon	216	\$12.00
6	Lantana	Each/1 gallon	199	\$12.00
7	Citrus "Valencia" Valencia Orange Tree	Each/15 gallon	9	\$100.00
8	Eucalyptus Maculata Spotted Gum	Each/24-inch box	97	\$260.00
9	Ficus Rubiginosa - Rusty Leaf Fig	Each/24-inch box	12	\$260.00
10	Geijera Parviflora - Australian Shallow	Each/24-inch box	29	\$260.00
11	Ulmus Parvifolia 'True Green' - Rue Green Elm	Each/24-inch box	9	\$260.00
12	Wasingtonia Robusta Mexican Fan Palm	Each/15 gallon	13	\$100.00
13	Phoenix Canariensis Canary Island Palm	Each/24-inch box	32	\$260.00
14	Phoenix Reclinata Senegal Date Palm	Each/24-inch box	0	\$260.00

15	Queen Palms	Each/15 gallon	17	\$100.00
16	Jacaranda Mimosifolia Jacaranda	Each/15 gallon	15	\$100.00
17	Buxus M. Japaponica - Japanese Boxwood	Each/1 gallon	291	\$12.00
18	Hemerocallis - Daylily	Each/1 gallon	212	\$12.00
19	Hibiscus Rosa-Sinensis. "Hula Girl"	Each/5 gallon	507	\$32.00
20	Ligustrum Japonica "Texanum" Japanese Privet	Each/1 gallon	180	\$12.00
21	Nerium Oleander "Mrs Roeding"	Each/5 gallon	9	\$32.00
22	Pittosporum Undulatum	Each/5 gallon	91	\$32.00
23	Pittosporum Tobia- Wheelers Dwarf	Each/5 gallon	33	\$32.00
24	Pittosporum Tobia- Japanese Mock Orange	Each/5 gallon	11	\$32.00
25	Rhaphiolepis Indica Clara- Indian Hawthorne	Each/5 gallon	15	\$32.00
26	Bougainvillea "San Diego Red"	Each/5 gallon	18	\$32.00
27	Clytostoma Callistegioides- Violet Trumpet Vine	Each/5 gallon	1	\$32.00
28	Distictis Buccanatoria- Red Trumpet Vine	Each/5 gallon	130	\$32.00
29	Lonicera Japonica Halliana Halls Honeysuckle	Each/ Flat	2,106	\$32.00
30	Trachelospermum Jasminoides Star Jasmine	Each/1 gallon	3	\$12.00
31	Ipomea Acuminata Blue Dawn Flower	Each/5 gallon	37	\$32.00
32	Vinca Major Perwinkle	Each/ Flat	11	\$32.00
33	Thevetia Peruiana (Yellow Oleander)	Each/5 gallon	30	\$32.00
34	Planter Boxes - flats of color, annuals, minimu 4 in height	Each/ Flat	800	\$32.00
35	Sq. Ft. Ground Cover	SqFt	69,220	\$3.56
36	One Gallon Plants - Poinsettias in winter, Abelia, Aucuba, Kangaroo Paw, Camellias, Clytostoma, Daylilies, Gardenia, Gazania, Dogwood, Coral Bells, Impatiens, Morning Glory, Lantana, Lavender, Liriope, Lilies, Honeysuckle, and Philodendron, in all seasons. Other varieties may be used depending on the season.	Each	800	\$12.00

37	Cubic Yards (CY) of fertile planting soil	CY	200	\$30.00
38	Cubic Yards (CY) of fill soil	CY	200	\$30.00
39	Cubic Yards (CY) of soil amendment	CY	200	\$30.00
40	Controllers	Each	3	\$2,500.00
41	Stations	Each	51	\$300.00
42	Valves	Each	255	\$300.00
43	Sprinklers	Each	3,689	\$30.00
44	Backflow Devices	Each	3	\$2,500.00
45	Project Manager (see III. Staffing Requirements for qualifications)	Hours	40	\$50.00
46	Supervisor (see III. Staffing Requirements for qualifications)	Hours	40	\$50.00
47	Irrigator (see III. Staffing Requirements for qualifications)	Hours	40	\$70.00
48	Daily Staff (see III. Staffing Requirements for qualifications)	Hours	40	\$35.00
49	Chemical Applicator (see III. Staffing Requirements for qualifications)	Hours	40	\$60.00
50	Certified Arborist (see III. Staffing Requirements for qualifications)	Hours	40	\$70.00
51	Start Up Inventory and Report	LS	1	\$1,040.00
52	Root Maintenance	LS	1	\$4,666.42

Compensation Rates for LMO tasks and services not included in the LMO Unit Cost Schedule above:

Labor – Per Unit Costs from lines 45 to 50 in the LMO Unit Cost Schedule above will be used. If a labor rate isn't included above, the rate will be negotiated on a case-by-case basis, however, agreed upon rates will not be allowed to be greater than 3x's the raw hourly rate for any individual. All LMO materials, equipment, subcontracts, etc will be reimbursed at actual cost plus 5%.

C. Final Payment

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts the all work and JWA issued badges are returned to Badging Office.

D. 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. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

E. Taxpayer ID Number

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

F. Payment-Invoicing Instructions

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

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) or Purchase Order (PO) number (Contract number)
6. Date of order and/or service dates
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total
11. Contractor's Federal Taxpayer Identification Number
12. Contractor's Invoice Number

Invoices and support documentation are to be forwarded to **(not both)**:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Emailed to AccountsPayable@ocair.com

Attachment C
Staffing Plan & Subcontractors

Staffing Plan

Name	Classification /Designation	Licenses/Certifications (Include license/ certification number)	Years of Experience	Length of Time with Firm
Robert Whitecotton	District Manager	QAL 103661/Certified Arborist #W3442A Certified Irrigation Auditor and Technician Landscape Architect #1202	40	40
Robert Whitecotton	Project Manager	QAL 103661/Certified Arborist #W3442A Certified Irrigation Auditor and Technician Landscape Architect #1202	40	40
Jacob Isler	Supervisor (Full-Time)	Certified Equipment Operator	10	5
Robert Whitecotton	Chemical Treatment	QAL 103661/Certified Arborist #W3442A Certified Irrigation Auditor and Technician Landscape Architect #1202	40	40
Robert Whitecotton	ISA Certified Arborist	QAL 103661/Certified Arborist #W3442A Certified Irrigation Auditor and Technician Landscape Architect #1202	40	40
Manuel Gomez	Irrigation Technician (Full-Time)	Certified BTI Irrigator, Certified Irrigation Repair Technician	30	16
Derek Deshields	Crew (Full-Time)	Certified Equipment Operator	10	5
Rafael Angel	Crew (Full-Time)	Certified Equipment Operator	10	3
Amado Vega	Crew (Full-Time)	Certified Equipment Operator	5	2
Brigido Martinez	Crew (Full-Time)	Certified Equipment Operator	20	15
Randall Gallego	Crew (Full-Time)	Certified Equipment Operator	5	2

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

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

Subcontractor(s)

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

Subcontractor Name	DIR #	License Number	Location Address	Division of Work or Trade
David’s Tree Service	PW-LR-1000380025	735009	19051 Gothard Street Huntington Beach, CA 92684	Laborer/Landscape

Attachment D
Schedule of Deductions

Performance: County reserves the right to deduct from the payments due to Contractor for deficient performance. The amount of such deductions shall be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation shall be furnished to Contractor.

Tasks	Units	Unit Cost	Total Cost
Annual Tasks	1	\$67,433.30	\$67,433.30
Semi-Annual	2	\$1,254.00	\$2,508.00
Quarterly Tasks	4	\$17,829.90	\$71,319.60
*Monthly Tasks	12	\$26,692.60	\$320,311.20
6 Week Tasks	9	\$1,381.60	\$12,434.40

*Monthly Tasks shall include Daily, Weekly, Monthly tasks.

DESCRIPTION	FREQUENCY	TOTAL PRICE
Administration Costs	Each Instance/Per Day	\$100.00
Deficiencies found during Inspections	Each Instance/Per Day	\$100.00
Deficiencies Reported	Each Instance/Per Day	\$100.00
Non-responsiveness	Each Instance/Per Day	\$200.00
Insufficient Reporting	Each Instance/Per Day	\$200.00
Inaccurate Reports	Each Instance/Per Day	\$500.00
Untimely reports	Each Instance/Per Day	\$500.00
Staff Shortage	Per Hour	\$100.00
Unusable Equipment	Each Instance/Per Day	\$500.00
Insufficient or unacceptable Materials	Each Instance/Per Day	\$500.00

Attachment E
Summary of Special Report

- A. Quarterly Soil Analysis:** A soil analysis shall be performed each year during the first week in February of each year to determine actual soil conditions and determine possible adjustments required for fertilization.
1. Report shall be submitted to County Project Manager or designee.
 2. Contractor shall take soil samples from each landscape area.
 3. Contractor shall have a soil fertility analysis performed on each soil sample by an independent testing laboratory.
 4. Contractor shall submit a copy of the soil fertility analysis, which shall include fertilization recommendations, to County within 21 days of contract execution date.

Analysis and recommendations shall specifically address each type of landscaping and specific areas.
 - i. Turf grass
 - ii. Trees
 - iii. Shrubs
 - iv. Vines
 - v. Palm trees
 5. County may initiate changes in the fertilization specifications based upon the results of the soil fertility analysis.
- B. Monthly inspection log – insects and diseases:**
1. Contractor shall inspect and treat for insects and diseases on an ongoing basis as required by the specifications.
 2. Contractor shall record all insect infestations and diseases, and their treatments on an ongoing basis.
 3. Contractor shall submit the insect and disease inspection log each month with its request for payment.
- C. Monthly inspection log – palm tree sub-drains:**
1. Contractor shall inspect the palm tree sub-drains as required by the specifications.
 2. Contractor shall prepare and submit a copy of the palm tree sub-drains inspection log each month with its request for payment.
- D. Monthly inspection log – soil probe:**
1. Contractor shall perform soil probes on an ongoing basis as required by the specifications.
 2. Contractor shall record results from the soil probes on an ongoing basis.
 3. Contractor shall submit the soil probe inspection log each month with its request for payment.
- E. Monthly pesticide/ fungicide log sheet (Contractor to submit each monthly with its request for payment). Sheet shall have the following:**

1. Brand name
 2. Location
 3. Element breakdown
 4. Rate
 5. Amount used
- F.** Monthly fertilizer log sheet (Contractor to submit each monthly with its request for payment). Sheet shall have the following:
1. Brand name
 2. Location
 3. Element breakdown
 4. Rate
 5. Amount used
- G.** Daily staff log sheet (to be turned in to County Project Manager or designee daily). Sheet shall have the following:
1. Name of worker
 2. Location of work
 3. Date of service
- H.** Staff training log sheet (Contractor to turn in to County Project Manager or designee bi-annually). Sheet shall have the following:
1. Name of worker(s)
 2. Date of training
 3. Type of training
 4. Certificate (copy to County Project Manager or designee)
- I.** Safety training log sheet (Contractor to turn in to County Project Manager or designee bi-annually). Sheet shall have the following:
1. Name of worker(s)
 2. Topics
 3. Dates
- J.** Annual records of the original proposed listing and all operations' starting dates, times, methods of application, chemical formulations, applicators' names, and weather conditions shall be made and retained in an active file for a minimum of one (1) year after completion of this Contract. Provide annual report to County Project Manager or designee.

Attachment F
Inventory

Inventory						
	Thomas F. Riley Terminal 18601 Airport Way, Santa Ana	Eddie Martin Administration Building 3160 Airway Ave Costa Mesa	Fire Station 33 374 Paularino Costa Mesa	366 Paularino Costa Mesa,	Other Facilities (I.E. Parking Lots, West Tie Down Areas, Jay's Gate, and Pilot Lounge, 3180, Bristol Slope, Etc.)	Along Roadside
Festuca Eletior/ Tall Fescue Solid Sod Marathon II Sq. Ft Turf Grass.	108,900	20,093	2,601	0	1,594	10,000
Sq. Ft. Ground Cover	90,000	1,300	200	300	400	600,000
Agapanthus Africanus - Lily Of The Nile With Blue Flowers	10,000	0	200	0	30,000	10,000
Strelitzia Reginae- Bird Of Paradise	200	0	0	0	765	830
Sq. Ft. Planter Boxes	16,787	9136	345	0	11,656	0
Photinia Fraserii	0	0	0	0	865	123
Morning Glory Vine	0	0	0	0	755	323
Lantana	0	0	0	0	565	432
Sq. Ft. Sidewalk	0	2,779	1,200	457	0	0
Sq. Ft. Parking Lot	0	N/A	3,200	2,000	4,000	0
Sq. Ft. Patio	0	3,253	0	0	27,630	0
Citrus "Valencia" Valencia Orange Tree	45	0	0	0	0	0
Eucalyptus Maculata Spotted Gum	0	0	0	0	137	350
Ficus Rubiginosa - Rusty Leaf Fig	0	0	0	0	0	60
Geijera Parviflora - Australian Shallow	10	6	3	2	60	65
Ulmus Parvifolia 'True Green' - Rue Green Elm	0	5	3	5	30	0
Washingtonia Robusta Mexican Fan Palm	0	0	0	0	0	64
Phoenix Canariensis Canary Island Palm	0	0	0	0	0	160

Phoenix Reclinata Senegal Date Palm	2	0	0	0	0	0
Queen Palms	0	10	0	0	75	0
Jacaranda Mimosifolia Jacaranda	0	5	0	0	53	15
Buxus M. Japaponica - Japanese Boxwood	789	42	20	30	533	43
Hemerocallis - Daylily	700	13	33	0	25	289
Hibiscus Rosa-Sinensis. "Hula Girl"	1387	693	14	0	83	357
Ligustrum Japonica "Texanum" Japanese Privet	123	0	0	0	455	320
Nerium Oleander "Mrs Roeding"	0	0	0	0	0	45
Pittosporum Undulatum	0	0	0	0	455	0
Pittosporum Tobia- Wheelers Dwarf	35	0	0	0	132	0
Pittosporum Tobia- Japanese Mock Orange	0	0	0	0	54	0
Raphiolepis Indica Clara- Indian Hawthorne	0	0	0	0	0	75
Bougainvillea "San Diego Red"	87	0	0	0	4	0
Clytostoma Callistegioides- Violet Trumpet Vine	0	0	0	0	6	0
Distictis Buccanatoria- Red Trumpet Vine	0	0	0	0	6	645
Lonicera Japonica Halliana Halls Honeysuckle	4500	0	0	0	630	5400
Trachelospermum Jasminoides Star Jasmine	0	0	0	0	15	0
Ipomea Acuminata Blue Dawn Flower	0	0	0	0	132	54
Vinca Major Perwinkle	0	0	0	0	54	0
Thevetia Peruiana (Yellow Oleander)	0	0	0	0	0	150
Controllers	0	0	0	0	0	17
Stations	0	0	0	0	0	255
Valves	0	0	0	0	0	1,275
Sprinklers	15,400	60	30	25	630	2,300
Backflow Devices	0	0	0	0	0	13

Inventory: The following list the variety of trees, shrubs, and vines located throughout the JWA property:

Abelia
Agapanthus Africanus - Lily Of The Nile With Blue Flowers
Anigozanthos Manglesii
Aucuba Japonica
Azalea
Begonia
Bougainvillea "San Diego Red"
Buxus M. Japonica - Japanese Boxwood
Camellia Japonica
Citrus "Valencia" Valencia Orange Tree
Clevisis
Clytostoma
Clytostoma Callistegioides - Violet Trumpet Vine
Coral Bells- Heuchera
Distictis Buccanatoria - Red Trumpet Vine
Eucalyptus Maculata Spotted Gum
Festuca Eletior/ Tall Fescue Solid Sod Marathon li Sq. Ft Turf Grass.
Ficus Rubiginosa - Rusty Leaf Fig
Gardenia
Gazania
Geijera Parviflora - Australian Shallow
Hemerocallis - Daylily
Hibiscus Rosa-Sinensis. "Hula Girl"
Impatiens
Ipomea Acuminata Blue Dawn Flower
Ipomoea Indica
Jacaranda Mimosifolia Jacaranda
Lantana
Lavender
Ligustrum Japonica "Texanum" Japanese Privet
Lirioppe
Liquid Amber
Lonicera Hildebrandiana - Burmese Honeysuckle
Lonicera Japonica Halliana Halls Honeysuckle
Morning Glory Vine
Nerium O. "Mrs Roeding" -Oleander
Nerium Oleander "Mrs Roeding"
Philodendron
Phoenix Canariensis Canary Island Palm
Phoenix Reclinata
Phoenix Reclinata Senegal Date Palm

Phoenix Robellini
Phormium
Photinia Fraserii
Photinia
Pittosporum Tobira Variegatum - Japanese Mock Orange
Pittosporum Undulatum
Queen Palms
Rhaphiolepis Indica Clara - Indian Hawthorne
Rosa Iceberg
Schinus Molle
Stations
Sterlitzia Reginae - Bird Of Paradise
Strelitzia Reginae- Bird Of Paradise
Thevetia Peruiana (Yellow Oleander)
Thevetia Peruviana
Trachelospermum - Star Jasmine
Trachelospermum Jasminoides Star Jasmine
Ulmus Parvifolia 'True Green' - Rue Green Elm
Vinca Major
Vinca Major Perwinkle
Washingtonia Robusta
Washingtonia Robusta Mexican Fan Palm

Contract Summary Form

OC Expediter Requisition #: 1580553

Master Landscape & Maintenance, Inc.
14600 Goldenwest Street
Westminster, CA 92683

SUMMARY OF SIGNIFICANT CHANGES

- 1. Term: Renewed for 2 years. Page 10
- 2. Renewal: Reserved. Page 10
- 3. Contract Amount: change to not to exceed \$1,150,000.00. Page 10 & 55
- 4. Notices: Updated to reflect current information. Page 26

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
David's Tree Service	Laborer/Landscape	Unknown, dependent on work needed

CONTRACT OPERATING EXPENSES

Landscape Preventative Maintenance (LPM) - This component includes all recurring services required to maintain the Airport Landscape Areas as described in the contract scope of work.

Fixed Cost Landscape Preventative Maintenance (LPM)			
Service	Units Per Year (Occurrences Per Year)	**Unit Cost (Cost per Annual Occurrence)	Extended Cost
Annual Tasks	1	\$67,433.30	\$67,433.30
Semi-Annual	2	\$ 1,254.00	\$2,508.00
Quarterly Tasks	4	\$17,829.90	\$71,319.60
*Monthly Tasks	12	\$26,692.60	\$320,311.20
6 Week Tasks	9	\$ 1,381.60	\$12,434.40
Total Annual LPM Fixed Costs			\$474,006.50
Monthly Costs (Annual LPM Fixed Costs/12)			\$39,500.54

Notes:

(*) Monthly Tasks shall include Daily, Weekly, Monthly tasks

(**) Unit costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3) If the contract is extended beyond three years, Units Costs may be renegotiated on an annual basis. In no event shall an agreed upon increase be greater than the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

Landscape Maintenance Other (LMO) – LMO Unit Cost Items

The line items and quantities in the following LMO Unit Cost Schedule are based on the County's estimate of what may need to be repaired or replaced assuming a five (5) to ten (10) year lifespan on most landscape components. The Schedule will be used to define per unit costs and a contract budget, however, the actual scope of LMO work will be completed on an as-needed, case-by-case basis and usage may vary from the LMO Unit Cost Schedule.

Unused LMO budget may roll over to subsequent years for the term of the contract.

The per unit costs proposed in the LMO Unit Cost Schedule must include all costs, including, but not limited to, labor, overhead, materials and equipment, required to plant, repair or replace the item in a manner consistent with the contract scope of work or as mutually agreed upon between the Contractor and County.

Unit costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3) If the contract is extended beyond three years, units costs may be renegotiated on an annual basis. In no event shall an agreed upon increase be greater than the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

Line #	Unit Description Item includes all labor, materials, plants, parts and equipment to plant, replace, and/or install	Units	Estimated Quantity	Per Unit Cost
1	Festuca Eletior/ Tall Fescue Solid Sod Marathon II Sq. Ft Turf Grass.	SqFt	28,638	\$1.00
2	Agapanthus Africanus - Lily of The Nile With Blue Flowers	Each/1 gallon	10,040	\$12.00
3	Strelitzia Reginae- Bird Of Paradise	Each/5 gallon	359	\$32.00
4	Photinia Fraserii	Each/5 gallon	198	\$32.00
5	Morning Glory Vine	Each/1 gallon	216	\$12.00
6	Lantana	Each/1 gallon	199	\$12.00
7	Citrus "Valencia" Valencia Orange Tree	Each/15 gallon	9	\$100.00
8	Eucalyptus Maculata Spotted Gum	Each/24-inch box	97	\$260.00
9	Ficus Rubiginosa - Rusty Leaf Fig	Each/24-inch box	12	\$260.00
10	Geijera Parviflora - Australian Shallow	Each/24-inch box	29	\$260.00
11	Ulmus Parvifolia 'True Green' - Rue Green Elm	Each/24-inch box	9	\$260.00
12	Wasingtonia Robusta Mexican Fan Palm	Each/15 gallon	13	\$100.00
13	Phoenix Canariensis Canary Island Palm	Each/24-inch box	32	\$260.00
14	Phoenix Reclinata Senegal Date Palm	Each/24-inch box	0	\$260.00
15	Queen Palms	Each/15 gallon	17	\$100.00
16	Jacaranda Mimosifolia Jacaranda	Each/15 gallon	15	\$100.00
17	Buxus M. Japaponica - Japanese Boxwood	Each/1 gallon	291	\$12.00
18	Hemerocallis - Daylily	Each/1 gallon	212	\$12.00
19	Hibiscus Rosa-Sinensis. "Hula Girl"	Each/5 gallon	507	\$32.00

Line #	Unit Description Item includes all labor, materials, plants, parts and equipment to plant, replace, and/or install	Units	Estimated Quantity	Per Unit Cost
20	Ligustrum Japonica "Texanum" Japanese Privet	Each/1 gallon	180	\$12.00
21	Nerium Oleander "Mrs Roeding"	Each/5 gallon	9	\$32.00
22	Pittosporum Undulatum	Each/5 gallon	91	\$32.00
23	Pittosporum Tobia- Wheelers Dwarf	Each/5 gallon	33	\$32.00
24	Pittosporum Tobia- Japanese Mock Orange	Each/5 gallon	11	\$32.00
25	Rhaphiolepis Indica Clara- Indian Hawthorne	Each/5 gallon	15	\$32.00
26	Bougainvillea "San Diego Red"	Each/5 gallon	18	\$32.00
27	Clytostoma Callistegioides- Violet Trumpet Vine	Each/5 gallon	1	\$32.00
28	Distictis Buccanatoria- Red Trumpet Vine	Each/5 gallon	130	\$32.00
29	Lonicera Japonica Halliana Halls Honeysuckle	Each/ Flat	2,106	\$32.00
30	Trachelospermum Jasminoides Star Jasmine	Each/1 gallon	3	\$12.00
31	Ipomea Acuminata Blue Dawn Flower	Each/5 gallon	37	\$32.00
32	Vinca Major Perwinkle	Each/ Flat	11	\$32.00
33	Thevetia Peruiana (Yellow Oleander)	Each/5 gallon	30	\$32.00
34	Planter Boxes - flats of color, annuals, minimu 4 in height	Each/ Flat	800	\$32.00
35	Sq. Ft. Ground Cover	SqFt	69,220	\$3.56
36	One Gallon Plants - Poinsettias in winter, Abelia, Aucuba, Kangaroo Paw, Camellias, Clytostoma, Daylilies, Gardenia, Gazania, Dogwood, Coral Bells, Impatiens, Morning Glory, Lantana, Lavender, Liriope, Lilies, Honeysuckle, and Philodendron, in all seasons. Other varieties may be used depending on the season.	Each	800	\$12.00
37	Cubic Yards (CY) of fertile planting soil	CY	200	\$30.00
38	Cubic Yards (CY) of fill soil	CY	200	\$30.00
39	Cubic Yards (CY) of soil amendment	CY	200	\$30.00
40	Controllers	Each	3	\$2,500.00
41	Stations	Each	51	\$300.00

Line #	Unit Description Item includes all labor, materials, plants, parts and equipment to plant, replace, and/or install	Units	Estimated Quantity	Per Unit Cost
42	Valves	Each	255	\$300.00
43	Sprinklers	Each	3,689	\$30.00
44	Backflow Devices	Each	3	\$2,500.00
45	Project Manager (see III. Staffing Requirements for qualifications)	Hours	40	\$50.00
46	Supervisor (see III. Staffing Requirements for qualifications)	Hours	40	\$50.00
47	Irrigator (see III. Staffing Requirements for qualifications)	Hours	40	\$70.00
48	Daily Staff (see III. Staffing Requirements for qualifications)	Hours	40	\$35.00
49	Chemical Applicator (see III. Staffing Requirements for qualifications)	Hours	40	\$60.00
50	Certified Arborist (see III. Staffing Requirements for qualifications)	Hours	40	\$70.00
51	Start Up Inventory and Report	LS	1	\$1,040.00
52	Root Maintenance	LS	1	\$4,666.42

Compensation Rates for LMO tasks and services not included in the LMO Unit Cost Schedule above:

Labor – Per Unit Costs from lines 45 to 50 in the LMO Unit Cost Schedule above will be used. If a labor rate isn't included above, the rate will be negotiated on a case-by-case basis, however, agreed upon rates will not be allowed to be greater than 3x's the raw hourly rate for any individual.

All LMO materials, equipment, subcontracts, etc will be reimbursed at actual cost plus 5%.