

Contract MA-299-26010687
For
Landscape Maintenance for Native Plant Habitat Management
for South Region Landfills
Between
OC Waste & Recycling
And
HELIX Environmental Planning, Inc.



**CONTRACT MA-299-26010687
 BETWEEN
 COUNTY OF ORANGE
 AND
 HELIX ENVIRONMENTAL PLANNING, INC.
 FOR
 LANDSCAPE MAINTENANCE FOR NATIVE PLANT HABITAT MANAGEMENT FOR
 SOUTH REGION LANDFILLS**

This Contract MA-299-26010687 for Landscape Maintenance for Native Plant Habitat Management for South Region Landfills (“**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**”), and HELIX Environmental Planning, Inc., a California Corporation (“**Contractor**”), with County and Contractor sometimes referred to as **Party** or collectively as **Parties**.

ATTACHMENTS AND EXHIBITS

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

- Attachment A – Scope of Work
- Attachment B – Payment and Compensation
- Exhibit A – Site Location Map - Prima Deshecha Landfill
- Exhibit B – Site Location Map - Coyote Canyon Landfill
- Exhibit C – Site Location Map - Lane Road Landfill
- Exhibit D – Site Location Map - Former Forster Canyon Refuse Disposal Station
- Exhibit E – Site Location Map - San Joaquin Landfill
- Exhibit F – Prima Deshecha Landfill Pre-Mitigation Areas

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Landscape Maintenance for Native Plant Habitat Management for South Region Landfills under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Landscape Maintenance for Native Plant Habitat Management for South Region Landfills as set forth herein, and Contractor represented that it is qualified to provide Landscape Maintenance for Native Plant Habitat Management for South Region Landfills to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Landscape Maintenance for Native Plant Habitat Management for South Region Landfills to the County as set forth in the Scope of Work, attached hereto as Attachment A; and,

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

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Landscape Maintenance for Native Plant Habitat Management for South Region Landfills with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

1. 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.

2. Entire Contract:

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

3. 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.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

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

6. Acceptance Payment:

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

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section 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.

8. 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 the Insurance and Indemnification section, 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.

9. 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.

10. 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.

11. Termination:

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

12. 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.

13. 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.

14. Performance Warranty:

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

15. Changes:

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

16. 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.

17. Force Majeure:

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

18. 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.

19. 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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to 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 Contract.

21. 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.

22. 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.

23. 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.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they

may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

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

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

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

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

26. 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.

27. Expenditure Limit:

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

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act,

California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. 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. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry 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 current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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**).

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.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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 provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.

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/Procurement or the agency/department procurement 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 provide acceptable Certificates of Insurance and endorsements to 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.

3. Commercial General Liability

Minimum limits and coverage

\$1,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage Forms

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

Required Endorsements

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

- A. 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*.
- B. A primary non-contributory 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 shall be excess and non-contributing.

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 0001 policy).

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

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, agents, and employees* or provide blanket coverage, which will state *As Required by Written Contract*.

6. Employers Liability Insurance

Minimum limits and coverage

\$1,000,000 per accident or disease

7. Pollution Liability

Minimum limits and coverage

\$1,000,000 per claims-made, or occurrence

Required Endorsements

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

- A. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds or provide blanket coverage which shall state As Required by Written Contract.
- B. A primary non-contributory endorsement evidencing that the Contractor’s insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, Contractor, including the transportation of hazardous waste, hazardous materials, or contaminants.

If the Pollution Liability is a claims-made policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Landscape Maintenance for Native Plant Habitat Management for South Region Landfills Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. Term of Contract:

The initial term of this Contract shall become effective Tuesday, September 1, 2026 and shall continue for three (3) calendar years, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for two (2) years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Authorization Warranty

The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

5. Prevailing Wage (Labor Code §1773)

Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

6. Adjustments – Scope of Work:

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

7. 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 "Indemnification" 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.

8. Breach of Contract:

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

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

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

9. 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.

10. Conflict of Interest – Contractor’s Personnel:

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

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

11. Conflict of Interest – County Personnel:

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

12. Contractor’s Project Manager and Key Personnel:

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

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

Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

13. 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 in the County Civic Center.

14. Contractor's Records:

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

15. Conditions Affecting Work:

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

16. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program 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 agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("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" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and 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 County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

17. 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. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

18. Data – Title To:

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

19. Default – Re-Procurement Costs:

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

20. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. The Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

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

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

21. Drug-Free Workplace:

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The organization's policy of maintaining a drug-free workplace
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. 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:
1. Will receive a copy of the company's drug-free policy statement; and
 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
1. Contractor has made false certification, or
 2. Contractor violates the certification by failing to carry out the requirements as noted above.

22. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

23. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County’s needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the

goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

24. Error 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.

25. Equal Employment Opportunity:

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

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

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

26. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

27. 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.

28. News/Information Release:

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

29. Precedence:

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

30. Substitutions:

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

31. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

32. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services

performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

33. Usage:

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

34. 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.

35. 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.

36. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

37. Contractor Safety:

Contractor shall comply with the County's Safety and Loss Prevention Policy and Procedure#306 ("Contractor Safety Responsibilities") and submit a copy of their Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the County's Project Manager prior to the start of any

work performed under the Contract. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

38. Safety Data Sheets:

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

39. 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.

40. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

41. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

42. Order Dates:

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

43. 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 DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	HELIX Environmental Planning, Inc.
Attn:	Attn: Stephen Zetterberg
Address:	7578 El Cajon Blvd., Ste. 200, La Mesa, CA 91942
Phone:	949-573-9450
Email:	stephenz@helixepi.com

County's Project Manager: OC Waste & Recycling	
Attn:	Richard Trujillo
Address:	32250 Avenida La Pata, San Juan Capistrano, CA 92675
Phone:	949-728-3055
Email:	Richard.trujillo@ocwr.ocgov.com

cc: OC Waste & Recycling/Procurement Services	
Attn:	OCWR Procurement; Johan DeWaal Rodriguez
Address:	601 N. Front Street, 5 th Floor, Santa Ana, CA 92701
Phone:	714-834-4154

Email:	ocwrpurchasing@ocwr.ocgov.com ; johan.dewaal@ocwr.ocgov.com
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Signature Page follows.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

HELIX ENVIRONMENTAL PLANNING, INC.

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

<small>DocuSigned by:</small>			
	Justin Fischbeck	Vice President	05/15/2026
<small>436D9CA1F19A41B...</small>			
Signature	Name	Title	Date

<small>Signed by:</small>			
	Kristin Olszak	Chief Financial Officer	05/15/2026
<small>5426AC655F4C422...</small>			
Signature	Name	Title	Date

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) 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 OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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Approved as to form:
COUNTY COUNSEL

<small>Signed by:</small>			
	Paul Albarian	Senior Deputy	05/15/2026
<small>C67E04561C6546A...</small>			
Signature	Name	Title	Date

ATTACHMENT A - SCOPE OF WORK

1. Scope of Work

The Scope of Work is described as follows.

2. General Information:

OCWR is required by local, state, and federal resource agencies to create, restore, manage, and maintain California native habitat mitigation areas. This scope of work (“**SOW**” or “**Project**”) shall consist of California Native Habitat Management and Maintenance Services for OCWR, South Region. Additional detail is provided in the section “Contractor Task Requirements.”

3. Background:

OCWR operates the County’s waste disposal system which is comprised of 3 active landfills, approximately 20 former waste disposal stations, and 4 household hazardous waste collection centers. The landfill system is divided into three geographical regions: North Region, Central Region, and South Region. The South Region is the area that encompasses the Prima Deshecha Landfill (PDL), which is active, and the Coyote Canyon, Forster Canyon, and San Joaquin Landfills, which are closed. This Project addresses mitigation habitat management and maintenance as well as landscaping maintenance at PDL and Coyote Canyon Landfill (CCL) (collectively referred to herein as the “management sites”). There are also three smaller closed sites in the region – San Joaquin Landfill and Lane Road Landfill in Irvine, and Forster Canyon Landfill in San Juan Capistrano – that may require incidental habitat maintenance services under this Contract. Most of the effort is focused on mitigation areas totaling approximately 250 acres of several habitat types at PDL, including native grassland restoration, coastal sage scrub (CSS) restoration, rare plant translocation areas, and 240 coast live oak trees. All on-site habitat mitigation areas require nonnative vegetation eradication and maintenance efforts to achieve and maintain regulatory permit performance standards.

4. Concept:

The Native Habitat Management and Maintenance Contractor (“Contractor”) shall provide mitigation habitat management/maintenance and landscaping maintenance services within the management sites and shall meet monthly with OCWR staff to report on progress and to recommend activities in addition to those regularly scheduled that are determined necessary or beneficial for the management sites. For the habitat mitigation areas, Contractor shall implement an “adaptive management” approach to achieve/maintain regulatory permit performance standards. Adaptive management is defined as the ongoing evaluation of habitat management techniques in light of monitoring results and other new information. These periodic evaluations are used over time to adapt both the management objectives and techniques to better achieve overall resource management goals.

5. Definitions

Native Habitat Management and Maintenance Contractor: Contractor shall be responsible for facilitating the successful establishment and maintenance of conserved native habitats and mitigation restoration areas within the management sites. Contractor shall be responsible for performing all pertinent site maintenance procedures including, but not limited to, weed control, pest control, irrigation system management, supplemental irrigation, plant replacement/establishment, and site protection, as described herein. Contractor shall also be responsible for coordinating with the OCWR Biological Resources Monitor (BRM) as the primary contact, and with OCWR Landfill Staff (including the PDL Site Project Manager), as needed, regarding ongoing site maintenance status. Contractor shall be responsible for communicating all maintenance issues and problems in an expeditious manner to facilitate the timely implementation of appropriate remedial measures.

Contractor shall have adequate knowledge of habitat restoration techniques and projects, including installation and maintenance of riparian, grassland, and CSS plant communities. Contractor shall have an English-speaking foreman assigned to the management sites during the performance of all tasks; direct and supervise all work performed as specified herein; and be responsible for compliance with specifications listed herein and in resource agency permits. In addition, all on-site workers shall be familiar with the Least Bell's Vireo (*Vireo bellii pusillus*) and Coastal California Gnatcatcher (*Polioptila californica californica*). The name, phone number, and contact information of the foreman shall be provided to the OCWR BRM and PDL Site Project Manager upon Contract initiation, and the foreman shall have in possession at all times the contact information for the BRM and Site Project Manager. The County shall not be responsible for Contractor's drinking water, telephone, fax, or toilet needs while Contractor's workers are on the site premises. Contractor shall provide portable toilet facilities for its staff.

PDL Site Project Manager: The Site Project Manager is responsible for oversight, administration, and management of the Contract.

OCWR Biological Resources Monitor: The BRM coordinates monitoring and maintenance activities within all South Region habitat sites and is responsible for facilitating compliance with regulatory permit performance standards. The BRM shall serve as the technical contact regarding mitigation site issues and implementation of remedial measures. The BRM shall attend all monthly meetings.

OCWR Landfill Staff: Operational and engineering staff (Landfill Staff) provide support for daily landfill operation activities. Landfill Staff do not normally develop, implement, or maintain habitat restoration efforts. However, occasionally and at the request of the Site Project Manager, OCWR may supplement the Contractor's work with that of the Landfill Staff.

Resource Agencies: Resource agencies for environmental permits and authorizations associated with native habitat restoration, management and maintenance include the U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB). The mitigation site maintenance and management specifications and performance standards included in this document are based on requirements listed in previously issued ACOE, USFWS, CDFW, and RWQCB permits and authorizations.

Consulting Biologist: A separate OCWR-retained Consulting Biologist (CB) shall provide recommendations and monitoring services to the Contractor with oversight by the BRM who may also advise the Contractor of any needed changes in plans, procedures, locations, or materials.

Native Plant Species: Those indigenous to southern California and, specifically, typical of the riparian, wetland, native grassland, and CSS plant communities located within southern Orange County.

Native Plant Species Supplier: OCWR often contracts separately with native plant nursery supplier(s) for the provision of native container plants. Replacement native plants specified by the BRM shall be obtained either by OCWR via separate container plant contract(s) with native plant nursery supplier(s); or by the Contractor who may be requested to provide (e.g., propagate, source, purchase) native plant materials by other means – this is particularly useful in cases where the OCWR nursery supplier(s) do not carry the items needed at the time they are requested. Any plants obtained through the Contractor instead must be healthy and robust, must not be root bound, and must be locally sourced in or near the Rancho Mission Viejo area. All plants shall be inspected by the BRM for these qualities prior to acceptance for planting at the management sites.

Invasive Non-native Plants (Exotic and Weed Species): Those that are native to other areas of the United States (outside of southern California) and other parts of the world. Such species in the PDL habitat areas include, but are not limited to, those shown in Table A-1; those listed on the California Invasive Pest Plant Council (Cal-IPC) Invasive Plant Inventory (<http://www.cal-ipc.org/ip/inventory/index.php>), especially those that have a High or Moderate rating or an Invasiveness Grade of A or B; and those that may be determined by the BRM or resource agencies to pose a long-term threat. As such, additional invasive non-native, exotic, weedy species may be identified for removal/treatment throughout the term of this Contract, including species that are not specifically indigenous to coastal southern Orange County.

Table A-1

Invasive non-native species observed in PDL Restoration Sites

Scientific Name	Common Name
<i>Apium graveolens</i>	celery
<i>Arundo donax</i> *	giant reed
<i>Avena sp.</i>	wild oat
<i>Brassica nigra</i> *	black mustard
<i>Centaurea melitensis</i>	toçalote
<i>Chenopodium ambrosioides</i>	Mexican tea
<i>Cynara cardunculus</i> *	artichoke thistle
<i>Cynodon dactylon</i>	Bermuda grass
<i>Foeniculum vulgare</i>	fennel
<i>Hirschfeldia incana</i> *	summer mustard
<i>Lactuca serriola</i>	prickly lettuce
<i>Malva parviflora</i>	Cheese weed
<i>Melilotus alba</i>	white sweetclover
<i>Mesembryanthemum nodiflorum</i>	slender-leaved iceplant
<i>Nicotiana glauca</i>	tree tobacco
<i>Helminthotheca echioides</i> *	bristly ox-tongue
<i>Piptatherum miliaceum</i>	smilo grass
<i>Plantago major</i>	common plantain
<i>Polypogon monspeliensis</i>	annual beard grass
<i>Salsola tragus</i> *	Russian thistle
<i>Sonchus asper ssp. Asper</i> *	prickly sow thistle
<i>Tamarix ramosissima</i> *	saltcedar
<i>Vulpia myuros</i>	fescue
*Highly invasive species	

6. Contractor Task Requirements

Contractor shall be responsible for facilitating the establishment and management of restored native habitats within all management sites. Contractor shall perform all maintenance procedures including, but not limited to, weed control, management of irrigation systems, plant replacement/establishment, site protection, and erosion control as described herein. Contractor shall also be responsible for coordinating with the BRM regarding maintenance status. Contractor shall communicate all maintenance issues in an expeditious manner to the BRM.

Any changes to approved Scope, Schedule and Costs must be submitted electronically to the Site Project Manager for review and approval prior to any work being performed. All communication correspondence shall be done electronically and include the Site Project Manager.

The performance standards in the resource agencies’ environmental permits and authorizations are the basis for evaluation of these areas and are designed to provide clear expectations and measurable benchmarks for reporting compliance to the resource agencies and to demonstrate OCWR’s commitment to native habitat management and maintenance.

7. Regulatory Compliance Requirements (County)

The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the Contractor's failure to comply with those provisions within the Contractor's control as listed below. The Contractor shall be responsible for ensuring that the Contractor's Subcontractor(s) comply with the provisions of this Attachment. The Contractor shall be liable for any action or inaction resulting in a fine imposed by the regulatory agencies on those incidents of noncompliance that is within the Contractor's area of responsibility.

A. PERMITS

1. The Contractor shall be responsible for obtaining all trade-related permits required by the Project, permits required for the operation and storage of any equipment or hazardous regulated materials brought onsite, and permits required for dispensing and storing of petroleum-related products.
2. The Contractor shall maintain copies of all permits required for construction of this Project at the job site. Exceptions to this shall be the South Coast Air Quality Management District (SCAQMD) permit for dust control and the SCAQMD permit and Local Enforcement Agency (LEA) approval for refuse excavation, if required, which shall be obtained by the County. However, it is still the responsibility of the Contractor to comply with the conditions in the SCAQMD permits and all other permits, which shall become a part of this Contract. The Contractor shall submit to the County a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit, if necessary. The Contractor shall obtain a copy of the landfill's National Pollutant Discharge Elimination System (NPDES), Storm Water Pollution Protection Plan (SWPPP) and Monitoring Program (MP) and comply with the conditions therein that are applicable to the Contractor.

B. REGULATORY COMPLIANCE AUTHORITIES

All work shall be performed in accordance with the most current regulatory criteria and standards, which include, but are not limited to:

- Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
- Resource Conservation and Recovery Act, Subtitle D;
- California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
- South Coast Air Quality Management District Rules 403, 431.1, Title V, NSPS and 1150.1;
- National Pollutant Discharge Elimination System (NPDES);
- County of Orange, OC Public Works Department;
- County of Orange, OC Public Works Department Grading Manual and Excavation Code;
- Uniform Fire Code;

- Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the Director of OCWR or designee; and
- Any other agency permits pertinent to the Project.

C. ORDINANCES

Construction shall conform to all federal, State, County, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents mentioned above and the specifications and drawings, the highest requirement shall govern. No additional charges shall be allowed for any changes to make work conform to regulations of above-mentioned documents or governing agencies but shall be considered as completely included in the Contract price.

D. CULTURAL/SCIENTIFIC RESOURCES

The County may employ the services of a paleontological/archaeological firm to monitor the excavation at the project site. The Contractor shall cooperate with the personnel of the firm. In the event the paleontologist or archaeologist asks the Contractor to stop work in a particular section of the excavation, the Contractor shall abide by the request immediately.

If the Contractor's operations uncover, or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological, or other artifacts of like nature within the construction area, the Contractor shall immediately notify the County's onsite representative of the Contractor's findings and shall modify the construction operations, so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such findings from the County.

Should the findings, or notification as to disposition of findings, result in delays or extra work, additional time and/or extra work, payment will be allowed as provided for within this Contract.

Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

E. DISPOSAL OF SOLID WASTE

The Contractor shall be responsible for proper disposal of all refuse. If the waste does not meet Class III solid waste criteria, and any other requirements in the landfill's solid waste facilities permit, the Contractor shall not dispose of said waste at the landfill. If the Contractor elects to dispose of non-Class III refuse in any OCWR operated landfill, the Contractor shall be responsible for processing refuse through the scales and shall pay the current gate fees, unless it is specified otherwise in the contract.

Solid waste resulting from maintenance and service may be disposed of within the active landfill at no charge if acceptable within the guidelines of a Class III landfill and approved in writing by the County.

Any other solid waste or liquid waste resulting from service and maintenance that is unacceptable for disposal in a Class III landfill (including tires) shall be the sole responsibility of the Contractor and shall be included as part of the Fixed Rate Contract. The Contractor shall arrange for a State approved waste-handling firm to dispose of any material classified as hazardous or unacceptable waste. This firm shall be bonded and found acceptable to County of Orange CEO/Risk Management. The Contractor shall submit proof of this firm being retained by the Contractor within ten (10) calendar days of the effective date of the Contract. Any unacceptable refuse left beyond thirty (30) days may be disposed of by the County and any related costs shall be deducted directly from the monthly invoicing, performance bond, or other method at the option of OCWR, as stated within Section M of this Attachment, Maintenance Facility and Work Area.

F. DISPOSAL OF LIQUID WASTE

The County does not permit disposal of liquid waste of any kind in County Landfills. This includes any waste materials, sludge, soils, etc. with moisture content over 50%.

G. STORM PROTECTION

1. The Contractor shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The Contractor shall protect all County facilities within their work project. Also, the Contractor shall protect all facilities from damage due to the Contractor's negligence.
2. As part of its storm protection, the Contractor shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. (Reference Section H of this Attachment, NPDES Storm Water Discharges.)

H. NPDES STORM WATER DISCHARGES

Work under this Contract shall be subject to the requirements of the NPDES storm water regulations.

The Contractor shall comply with the NPDES Regulations and the Storm Water Pollution Protection Plan for the landfill at which the work is to be conducted. Construction-related activities, including but not limited to the elements of the SWPPP, shall be performed to eliminate non-storm discharges to the storm water control system. The Contractor shall submit a Storm Water Management Plan in compliance with NPDES Regulations and site specific SWPPP. OCWR will notify the Contractor of any non-compliance with the foregoing stipulations, and appropriate actions shall be taken promptly. The Contractor shall also notify OCWR of any condition that could lead to noncompliance with the permit requirements. The Contractor shall be responsible for storm water monitoring at the landfill to comply with his proposed storm water plan, if necessary.

The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the Contractor's failure to comply with those provisions of the SWPPP within the Contractor's control. The Contractor shall be responsible for ensuring that the Contractor's subcontractor(s) comply with the provisions of this Section. The Contractor shall be liable for any action or fine imposed by the regulatory agencies on those incidents of noncompliance that are within the Contractor's area of responsibility or control.

The Contractor is not required to obtain an NPDES Construction Storm Water Industrial Activity Permit; however, the Contractor must abide by the site’s NPDES requirements.

The appropriate SWPPP will be available for Contractor’s review in the offices of the Site PM.

I. DISCOVERED HAZARDOUS WASTE

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
 - a. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - b. Subsurface or latent physical conditions at the site differing from those indicated; or
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.
2. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the Contractor’s cost of, or the time required for, performance of any part of the work, the County shall issue a modification under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste Contractor to properly remove and dispose of the waste. The Contractor shall not disturb the waste. The Contractor shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.
3. In the event that a dispute arises between the County and the Contractor where the conditions materially differ, or involve hazardous waste, or a decrease or increase in the Contractor’s cost of, or the time required for performance of any part of the work, the Contractor shall not be excused any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor retains any and all rights provided either by the Contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

J. CONTRACTOR GENERATED HAZARDOUS WASTE

The Contractor is responsible for the proper and lawful handling, storage, transportation, and disposal of any hazardous wastes, liquid wastes, or nuisance wastes (i.e. finely divided, powdery/dusty materials, strong odor, etc.) it generates on County property or elsewhere when performing work on the County’s behalf.

The Contractor must have an OCWR Safety Officer-reviewed and County-approved Emergency/Contingency Plan for handling spills of hazardous, liquid, or nuisance materials it is using while

working on County property or elsewhere when performing work on the County's behalf. This shall include proper handling, removal, and disposal of these materials per all applicable legal and regulatory requirements. The Plan shall also include emergency notification to County staff and emergency personnel.

The spill-damaged area(s) must be restored/repared to original condition by the Contractor in a correct and timely manner and to the satisfaction of the County.

The Contractor shall provide copies of all manifests, bills of lading, or other evidence of transfer or disposal to the County upon request to verify proper disposal to a licensed, permitted facility has occurred.

The County has the authority to perform inspections of the Contractor's work area at any time to insure all applicable regulations are being adhered to.

The Contractor is responsible for training its employees, as required by OSHA CCR Title 8, in the proper handling, storage, transportation, and disposal of hazardous materials. These employees must also be trained in the Emergency/Contingency Plan and know immediate response procedures should a release occur.

The Contractor shall keep appropriate emergency response equipment and materials available in the working area.

K. FUGITIVE DUST EMISSION CONTROL

The Contractor shall comply with the requirements of the OCWR Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403. The Contractor shall also notify OCWR of any condition that could lead to noncompliance with the permit requirements.

The Contractor shall submit a Dust Control Plan to be received and approved by the County.

If the Contractor fails or refuses to correct the noncompliance immediately, OCWR may terminate the Contractor's right to proceed with the work, by written notice to the Contractor. In such event, OCWR may take over the work and prosecute the same to completion, by Contract or otherwise at the Contractor's expense, and may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's Sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time. The Contractor shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of the Contractor's failure to comply with those provisions of the OCWR Fugitive Dust Emission Control Plan within the Contractor's control. The Contractor shall be responsible for ensuring that all subcontractor(s) comply with the provisions of this section. The Contractor shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the Contractor's area of responsibility.

OCWR's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for Contractor's review in the offices of the Site PM.

L. BIOLOGICAL AND HABITAT PROTECTION

OCWR will inform the Contractor of any biological resources that would or could be impacted by the project, and specify any required mitigation measures or procedures to protect those resources during construction. The Contractor shall be responsible for complying with these protection measures, and for ensuring that all subcontractors also comply. The County has the authority to perform inspections of the Contractor's work area at any time to ensure that these measures or procedures are being followed.

M. MAINTENANCE FACILITY AND WORK AREA

Contractor shall keep the facility clean and orderly. If this facility becomes unavailable to the County's Habitat Maintenance Contractor for any reason, the County's Habitat Maintenance Contractor shall be provided an alternate location acceptable to the Site PM. No such guarantee of an alternate location is made to any other Contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Habitat Maintenance Contractor and shall be included as part of the fixed rate Contract.

Any damage or repairs caused by the Contractor or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the Contractor to the satisfaction of OCWR. All construction and/or replacement shall be done with materials and equipment of the same kind constructed or product installed. If the Contractor does not repair the damaged facility/area within thirty (30) calendar days, the Contractor shall pay for all construction/installation and related costs performed by the County by direct deduction plus a five percent (5%) administration fee from the monthly invoice or by invoiced separate payment. Any facility considered crucial to the operation of the landfill must be repaired immediately and costs shall be paid by direct deduction plus a five percent (5%) administrative fee as above indicated in the same manner.

The Contractor shall be responsible for maintaining clean equipment and a clean and orderly working area. The Contractor shall be responsible for the storage and protection of any and all products in accordance with manufacturer instructions; product seals and labels shall be intact and legible, and sensitive products shall be stored in weather tight, climate-controlled enclosures. The Contractor shall arrange storage of products to permit access for inspection by OCWR or enforcement agency personnel.

N. RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

The Contractor shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant as defined in the California Food and Agricultural Code in Division 4, Chapter 3, Subchapter 4, Article 4, Section §3432 incorporated herein by reference with regards to the quarantine area, the commodities covered, and the restriction on movement, possession and sale of commodities covered. Violation of any provision of this Article of this Contract and/or the State mandate by the Contractor shall require the Contractor to bear the full

financial responsibility of any assessed fine or penalty on the County, indemnify the County by the completion and submission for County approval of an acceptable, detailed, incident report within five working days of the date of the violation or not later than five working days from the date of the notification of the violation, whichever is the later.

TASKS WITHIN THE SCOPE OF THE PROJECT

A. TASK 1: PRE-MITIGATION SITE MAINTENANCE AT PDL

Contractor shall be responsible for maintenance of the Pre-mitigation Areas 1-6 (see below) for the term of the Contract. The pre-mitigation areas include 165.4 acres of CSS, 19.3 acres of native grassland, 5.2 acres of viewshed oak tree planting, 0.1 acre of thread-leaved brodiaea (*Brodiaea filifolia*) caged preserves, and 10 acres of buffer areas. The pre-mitigation areas are shown in Exhibit F. Contractor shall maintain the performance standards for native grassland and CSS restoration areas listed in Table A-2. Non-native species need to be maintained below 10 percent cover. Highly invasive plant species listed in Table A-1 should be eradicated, including in buffers a minimum of 100 feet surrounding the pre-mitigation areas, because these species can have severe ecological impacts on native habitat when they spread.

Areas 1-3

During the approximate term of this Contract, Areas 1-3 will be progressing through Years 13-15. Because all of these areas have met final performance standards, and have entered the perpetual monitoring and maintenance phase, the goal is to maintain these well-established areas of generally self-sustaining and functional CSS and riparian habitats through routine manual and chemical weed removal. Non-native species need to be maintained below 10 percent cover. Highly invasive plant species listed in Table A-1 should be eradicated including in buffers a minimum of 100 feet surrounding the pre-mitigation areas. CSS restoration areas shall be maintained at 80% native cover. Restored riparian restoration areas shall be maintained in place and kept clear of weeds and invasive trees, particularly to prevent their spread into the surrounding CSS areas. For areas located directly adjacent to public recreational trails, a 5-foot buffer around these trails shall be maintained using manual methods only, and no herbicides or chemicals used in these buffers.

Areas 4-6

Pre-mitigation Areas 4-6 are located in the portion of PDL property known as Segunda Deshecha Canada, which includes approximately 84.6 acres of CSS, 19.3 acres of native grassland, and 5.2 acres of viewshed oak tree planting area containing 240 coast live oak trees. These areas will be in Years 8-10 during the term of this Contract. CSS restoration areas have become generally well established and irrigation has been shut off since late 2019; therefore, these areas have met their final performance standards and have entered the perpetual monitoring and maintenance phase. The goal in these restored CSS areas is to maintain them as generally self-sustaining and functional habitat through routine manual and chemical weed removal. Approximately 3.8 acres of the native grassland restoration areas have met final performance standards (Central Segunda) and have entered the perpetual monitoring and maintenance phase, while the remaining 16.2 acres have struggled to meet these standards (Eastern and Western Segundas). Irrigation remains functional in

the Eastern and Western Segundas. The goal in these two native grassland restoration areas is to continue to encourage successful establishment and coverage of recent native grassland plantings (installed in 2023-25) through manual and chemical weed removal and irrigation system maintenance. In Areas 4-6, non-native species need to be maintained below 10 percent cover. Highly invasive plant species listed in Table A-1 should be eradicated including in buffers a minimum of 100 feet surrounding the pre-mitigation areas.

**Table A-2
Performance Goals for Installed Pre-mitigation Habitats**

Year	Native Plant Percent Cover ¹		Non-native Plant Percent Cover ²	
	Native Grassland (20 acres)	Coastal Sage Scrub (165.4 acres)	Native Grassland (20 acres)	Coastal Sage Scrub (165.4 acres)
One	5%	20%	70%	10%
Two	15%	30%	70%	10%
Three	30%	50%	60%	10%
Four	50%	70%	50%	10%
Five	80%	80%	50%	10%

1. **Native percent cover refers to the percent cover of native species (aggregate of all layers) within the designated area.**
2. **Non-native percent cover refers to the maximum percent cover of non-native species present during any given year.**

TASK 2: PHASE B MITIGATION SITE MAINTENANCE AT PDL

The Phase B landslide mitigation areas are composed of four habitat restoration sites. Sites A and B include 13.4 acres of restored riparian habitat, and Site C includes 14.53 acres of restored CSS habitat. Site D is a supplemental installation area for the Phase B mitigation project that consists of 18.82 acres of restored CSS. All these sites have met final performance standards, have entered the perpetual monitoring and maintenance phase, and shall be maintained to the same standards as outlined in Table A-3, primarily through intermittent weeding and trash removal.

In general, maintenance in Sites A and B will be performed outside of the Least Bell’s Vireo nesting season (February 15 – August 31).

**Table A-3.
Baseline Average Species Coverage in Sites A, B, and C**

Coverage Type	Sites A and B Habitats			Site C Habitat
	Southern Willow Scrub	Mulefat Scrub	Freshwater & Alkali Marsh	CSS
Native Understory	13.93%	24.52%	92.20%	82.85%
Native Midstory	59.51%	99.77%	42.20%	
Native Overstory	62.01%	3.27%	31.91%	
Total Absolute Native Cover	135.45%	127.56%	166.31%	
Invasive Non-native Species	Less than 1%			

Contractor shall implement traditional habitat restoration and weed removal practices while also utilizing adaptive management techniques to meet or maintain final performance standards (Tables A-2 and A-3) for all mitigation sites. Examples of potential deliberate failure to meet prescribed standards (i.e., negligence or poor labor management) include overgrowth of exotic plants in multiple locations, inappropriate use of weeding techniques, overspray of herbicides onto adjacent native plants, or an obvious lack of site awareness and inspection activities, as monitored throughout the term of this Contract by the BRM and documented in annual monitoring reports provided by the CB.

Weed control: Invasive non-native plants (weeds and exotic species) shall be eradicated or controlled to the maximum extent feasible throughout the term of this Contract in order to meet or maintain final performance standards (Tables A-2 and A-3) for all mitigation sites, or as approved by the BRM and/or regulatory agencies. Target control species include those listed in Table A-1, or others that may be indicated by the BRM or regulatory agencies throughout the term of this Contract, as well as all those listed in the Cal-IPC Invasive Plant Inventory. Invasive non-native plants shall be removed mechanically or treated with herbicides in accordance with applicable regulations including OCWR’s Integrated Pest Management (IPM) Policy, and only after consultation with the BRM. Weed control should ideally occur at any particular site before invasive non-native, exotic, weedy plant material begins to produce seed in that area.

Pest control: Herbivore damage and insect infestation can seriously affect native plant growth. Contractor shall be responsible for preventing plant damage caused by any pest infestation. Remedial actions include, but are not limited to, installation of individual wire cages.

Remedial planting: Contractor shall be responsible for remedial planting if deemed necessary by the BRM. Plant material may be provided by OCWR or by the Contractor from a qualified Native Plant Nursery. To ensure success, planting should be performed only between the months of November and February, or as otherwise authorized by the BRM.

Trash and Debris Removal: Trash or other debris may enter the mitigation sites during rain or wind events. Contractor is responsible for removing any accumulated trash and debris observed during maintenance activities. Dead or downed wood from native species shall not be removed except as required for safety reasons or flood control or wildfire reduction purposes. All garbage, debris, or weed biomass shall be removed from all mitigation areas and disposed of appropriately. Debris removed in execution of this Contract may be disposed of at PDL at OCWR expense.

Vandalism: Contractor shall note any instance of vandalism and report occurrences to the Site Project Manager within 24 hours of its observation. Contractor shall be responsible for repair of damage to native habitat caused by vandalism. At the request of OCWR, Contractor may also be responsible for implementation of additional site protection measures to prevent further vandalism, which could include but not be limited to, placement of additional signage or fencing materials.

TASK 3: THREAD-LEAVED BRODIAEA TRANSLOCATION RECEPTOR SITES MAINTENANCE AT PDL

In 2013, approximately 450 corms of the State Endangered Thread-Leaved Brodiaea (*Brodiaea filifolia*) (TLBR) were translocated to caged preserves within a protected Supplemental Open Space (SOS) easement area in Zone 1 of PDL; specifically, there are 4 translocation cages within 2 receptor sites, located in Pre-mitigation Area 1. Although the performance standards for survivorship of the translocated TLBRs were met in 2019, non-native weed cover has been persistent and has not reached its final performance standard as set by CDFW. (i.e., average percent cover of less than 5%). Therefore, Contractor shall be responsible for performing weed treatments in the two receptor areas and only weed cutting inside the TLBR cages (under the direct supervision of the BRM) per the long-term management stipulations of the Translocation Plan, as follows:

“Should percent cover by non-native grass species exceed 50 percent and/or percent cover by non-native perennial forbs species exceed 10 percent cover, when averaged among all four translocation cages, during a quarterly assessment, non-native species removal from the translocation cages will be required, as directed by the OCWR BRM. Non-native perennial broadleaf plant species with a rating of “moderate” or “high” per the Cal-IPC Inventory of invasive plant species for scrub habitats will be removed and maintained at zero percent cover. Such plants include, but are not limited to, artichoke thistle (*Cynara cardunculus*) and fennel (*Foeniculum vulgare*). For maintenance activities, the stage of growth of the brodiaea, the non-native species present, precipitation levels, etc. will be considered when determining the most appropriate method of weed removal (e.g. hand clipping to ground level, flower or seed head removal, or application of herbicide) to employ. Hand pulling is highly discouraged due to the possibility of disturbing the soil matrix around the corms.”

Prior to working in the TLBR translocation preserves, the Contractor’s crew shall participate in OCWR-sponsored training highlighting the life history, habitat, and vulnerability of TLBR, and Contractor shall ensure adequate training on this endangered species has been provided to all workers before beginning work on-site. In addition to weeding, Contractor shall also be responsible

for as-needed maintenance of the preserve cages and site protection, including but not limited to, cage repairs and erosion control.

TASK 4: SITE BEAUTIFICATION AND VIEWSHED LANDSCAPING MAINTENANCE AT PDL

As specified by the Site Project Manager, Contractor shall be responsible for maintenance of native and ornamental plant landscaping areas (including irrigation systems) covering approximately 12 acres near the administrative buildings and throughout PDL as part of a viewshed protection program. Work shall include watering, weeding, pruning, trimming, irrigation system repairs or adjustments, litter control, and occasional replacement seeding/planting and fertilization. Viewshed areas are always to be maintained in a neat and tidy appearance. OCWR often contracts separately with native plant nursery supplier(s) for the provision of native container plants. Replacement native plants specified by the BRM shall be obtained either by OCWR via separate container plant contract(s) with native plant nursery supplier(s); or by the Contractor who may be requested to provide (e.g., propagate, source, purchase) native plant materials by other means - this is particularly useful in cases where the OCWR nursery supplier(s) do not carry the items needed at the time they are requested. All weed treatments and fertilization techniques shall be discussed with and approved by the BRM and consist of environmentally safe materials based on geography and proximity to drainages. In addition, herbicide usage will not be permitted within publicly accessible areas without prior authorization from OCWR.

TASK 5: SITE MAINTENANCE AT COYOTE CANYON LANDFILL AND OTHER CLOSED LANDFILLS

Located in Newport Beach at the intersection of Bonita Canyon Road and Newport Coast Drive, CCL is within the Orange County Central-Coastal NCCP/HCP and is home to 122 acres of conserved CSS habitat restoration areas (NCCP Reserve) as well as adjoining disturbed areas of the Main Canyon designated as NCCP Special Linkage Area.

A portion of the NCCP Reserve in the Main Canyon is also designated as an Orange County Transportation Corridors Authority (TCA) Conservation Easement because it was installed, monitored, and signed off as mitigation for the nearby CA-73 toll road.

Contractor may be asked to assist OCWR in periodically maintaining the functionality of/access to CCL infrastructure within the NCCP Reserve and TCA Conservation Easement via mechanical/herbicide treatments of nonnative vegetation; string-trimming/mowing/cutting of vegetation within 2'-3' buffers adjacent to the edges of OCWR facilities, roadways and stormwater facilities; string-trimming of vegetation along defined footpaths to LFG monitoring wells; and temporary disturbance/removal of CSS restoration areas or adjacent natural habitats related to replacement/installation of pipelines and monitoring wells. The latter requires minor remedial native seeding, hydroseeding, and/or container plantings within the disturbed areas.

Contractor is also responsible for maintaining the viewshed landscaping area within the Fuel Management Zone (FMZ) surrounding the on-site flare station at CCL's East Canyon. This

FMZ/viewshed area is approximately 1.5 acres and consists of oak, sycamore, and white alder trees and an irrigation system. Contractor shall visit this area as specified by the BRM to perform site inspection and general maintenance including mowing, weeding, pruning, trimming, cut vegetation hauling, irrigation system maintenance or adjustments, litter control, and occasional replacement seeding/planting and fertilization.

In addition, Contractor may be requested from time to time to assist with general vegetation management activities, such as buffer trimming around access roads, drainage systems, LFG monitoring wells, and other infrastructure at the San Joaquin, Lane Road, and Forster Canyon closed landfills.

TASK 6: INVASIVE SHOT HOLE BORER/POLYPHAGOUS SHOT HOLE BORER (ISHB/PSHB) TRAPPING/MONITORING

In 2018, potential sign of ISHB was noted in several arroyo willows in the Phase B mitigation area at PDL and a subsequent assessment confirmed its presence on-site. ISHB/PSHB trapping and monitoring is necessary to provide early detection of ISHB spread or any new infestations in previously unoccupied areas and to provide insight into potential sources of ISHB/PSHB entering the landfill. Certified Arborists will deploy traps equipped with chemical lures following the trapping protocols developed by the University of California Cooperative Extension (UCCE) for ISHB/PSHB trapping. During the peak insect flight periods, Contractor will perform biweekly visits to collect any specimens from designated trap locations and to service the traps from April through October.

Following each site visit, Contractor will prepare a summary site observation report that details findings and recommendations. Should a beetle suspected to be ISHB/PSHB be captured in a trap, it will be submitted to a qualified laboratory for testing and confirmation of the associated *Fusarium* sp. fungus. Lab reports will be submitted to OCWR upon receipt along with any additional recommendations.

TASK 7: MONTHLY MONITORING, REPORTING, AND MEETING

A contractor coordination meeting will be held each month at PDL to discuss progress and approve recommended activities for the following monitoring period. Prior to these meetings, Contractor shall submit to OCWR's BRM one report covering all active management areas (e.g., PDL Pre-Mitigation Areas 1-6, Phase B Mitigation Areas A-D, TLBR translocation receptor sites, and Site Beautification; CCL; other closed landfills). Reports shall be submitted electronically in PDF format within 5 business days from the end of each month. The reports shall be organized by Task and shall describe all maintenance activities conducted during the previous monthly period in each management area (including before and after photographs); native habitat and landscaping health status; numbers of assigned personnel and job classifications; equipment and chemicals utilized; and any recommended maintenance and/or remedial actions if necessary. A 4-week look-ahead schedule of planned activities, project costs, and daily reports shall also be included.

TASK 8: MAINTENANCE OF SOS DRAINAGE CREATION MITIGATION PROJECT

Contractor shall maintain the created on-site ephemeral drainages mitigation project within the SOS at PDL Zone 4 supporting both native riparian and upland plant species. This project includes 25,215 linear feet and 1.93 acres of manufactured drainage swales, broken down into 1.63 ac/22,756 linear feet of non-riparian swales and 0.30 ac/2,459 linear feet of riparian swales. In accordance with RWQCB performance standards for this site, Contractor shall maintain no more than 80% cover of non-native species and no less than 20% absolute cover of native species within the swales.

TASK 9: SUMMER PROJECTS (ADDITIONAL WORK)

Contractor shall provide additional summertime landscape/habitat services not specifically covered in the above tasks, as specified by the Site Project Manager. When these needs arise, the Site Project Manager will issue a Request for Service (RFS). Upon receipt of a RFS, Contractor shall provide OCWR with a detailed proposal of personnel, equipment, material, time and cost for issuance of non-routine task orders. Only upon acceptance by OCWR of the proposal and issuance of a Notice to Proceed shall such task orders be performed.

MONTHLY MONITORING REPORTS

- Monthly Monitoring Reports including future recommendations of any maintenance/remedial activities and a monthly look-ahead schedule including non-routine task order work.

ADDITIONAL CONTRACTOR REQUIREMENTS

Water Quality/Soils Quality Control: The contractor shall not introduce foreign material and/or liquid such as oil, gasoline, or other petroleum products to any soil within the mitigation sites, the drip line (the outside edge of foliage overhang) of any native plant species, or within existing drainages. Should any such contamination of the soil occur due to Contractor activities, the Contractor shall remove the affected soil as directed by the BRM and replace it with acceptable soil. Also, the Contractor shall be responsible for complying with the specific water quality protection measures listed herein and in the USACE, CDFW (1601), and RWQCB, permits and agreements.

Storage and Staging: All staging and storage of equipment, vehicles, and materials shall be located outside of the mitigation sites and existing drainages. Construction equipment, vehicles, and materials shall not be placed on planted/seeded mitigation species, existing native vegetation, or within sensitive resource areas. The location of equipment staging and storage areas shall be identified on a map submitted to the BRM. In the event that temporary storage of replacement plant materials is necessary, these materials shall be stored in a safe, inconspicuous location, and protected from vandalism and herbivory.

CONTRACTOR EXPERIENCE

Contractor shall have a minimum five (5) years of experience maintaining native habitat mitigation site(s) and shall have familiarity working on mitigation sites occupied by the Least Bell's Vireo and Coastal California Gnatcatcher. These projects shall include expertise and experience with:

- Non-native species control and management (including herbicide application regimes) within natural habitat and restoration areas;
- Installation and management of mitigation site irrigation systems;
- Native container plant and seed mix selection and procurement, container plant installation, hand-seeding/hydroseeding applications, plant establishment maintenance, monitoring, and protection from herbivory (caging) and weed invasion;
- Wildfire reduction practices within FMZs; and
- Implementation of erosion control measures.

Contractor shall hold, at a minimum, a Qualified Applicator License. The workers who plant and maintain the target native vegetation shall be capable of distinguishing between numerous species of native plants and weeds; proficient in specified weed eradication techniques involving mechanical and herbicide treatments; and knowledgeable in species-specific excavation, watering, and fill soil compaction planting procedures within planting basins (such as planting to exact tolerances with respect to the level that the plant crown must be above grade to enhance the survivability of new plantings).

COUNTY SUPPLIES ITEMS AND RESOURCES

County will supply the following items and resources:

1. **Staging Area:** The County will provide a staging area for the Contractor to establish a maintenance yard for storage of equipment and materials. A minimum 45' x 85' graded area accessible in all weather conditions
2. **Trash disposal:** All trash, green-waste, and debris generated from the sites at Prima Deshecha Landfill shall be disposed of on-site at the fill area at no cost to Contractor.
3. **Water:** The cost of all water needed for temporary and permanent irrigation systems associated with this project shall be paid by the County.
4. **Plants:** If any remedial planting is requested within the mitigation habitat, County will purchase all plant material to be installed by Contractor.
5. **Seed:** If any remedial seed is requested within the mitigation habitat, County will purchase all seed to be installed by Contractor, unless specified otherwise.
6. **Access Road Work:** County personnel shall be responsible to provide and maintain all site access roads passable for a 4-wheel drive maintenance vehicle.
7. **SWPPP** (Storm Water Pollution Prevention Plan) to be supplied by County, including erosion control, if required.

8. Digital Files in AutoCADD or GIS software.
9. Copies of resource agency permits.
10. Annual monitoring reports and mitigation plans for each area.

ATTACHMENT B - PAYMENT AND COMPENSATION

COMPENSATION:

This is a firm fixed fee Contract between County and Contractor for Landscape Maintenance for Native Plant Habitat Management for South Region Landfills as set forth in Attachment A, "Scope of Work".

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

FEES AND CHARGES:

- A. County will pay the fees and charges in accordance with the provisions of this Contract. All labor rates are subject for review by the County Senior Project Manager or designee on each individual task order proposal and fee schedule. Approval of labor rates listed in the proposal fee schedule will be accompanied by a signed Notice-to-Proceed. Labor rates shall be as follows:

LABOR

CLASSIFICATION	HOURLY RATES
Contract Manager	\$ 212.18
Project Manager I	\$ 164.44
Assistant Project Manager	\$ 135.20
GIS Specialist I	\$ 127.31
Technical Editor	\$ 124.38
Supervisor II	\$ 167.36
Supervisor I	\$ 141.69
Operator	\$ 140.50
Restoration Foreman	\$ 111.95
Restoration Lead	\$ 93.02
Restoration Tech III	\$ 83.23
Restoration Tech II	\$ 73.87
Restoration Tech I	\$ 67.25
Nursery Manager	\$ 150.00

EQUIPMENT

EQUIPMENT	DAILY RATE
Water Buffalo (500 Gal)	\$ 150.00
Spray Rig	\$ 210.00
Dump Trailer	\$ 125.00
GPS (per day)	\$ 60.00

Total Contract amount not to exceed: \$6,757,500.00

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

TASK AND DELIVERABLE SCHEDULE

All payments on all contract tasks and related deliverables are based on the above rates and charges.

Task 1:

Provide Pre-Mitigation Site Maintenance at Prima Deshecha Landfill

Task 2:

Provide Phase B Mitigation Site Maintenance at Prima Deshecha Landfill

Task 3:

Provide Thread-leaved Brodiaea Translocation Receptor Site Maintenance at Prima Deshecha Landfill

Task 4:

Provide Site Beautification and Viewshed Landscape Maintenance at Prima Deshecha Landfill

Task 5:

Provide Site Maintenance at Coyote Canyon Landfill and Other Closed and Offsite Locations

Task 6:

Provide Invasive Shot Hole Borer/Polyphagous Shot Hole Borer (ISHB/PSHB) Trapping/Monitoring

Task 7:

Monthly Monitoring, reporting, and Meeting

Task 8:

Maintenance of SOS Drainage Creation Mitigation Project

Task 9:

Summer Project (Additional Work)

Non-Routine Tasks:

Requested as-needed by County Site Project Manager and approved as outlined in Attachment A

It will be the sole responsibility of the County's Site Project Manager assigned to this Contract to monitor, track and move task dollars within the not-to-exceed budget. Each activity under this Contract will be covered by a Task Order. It is expressly understood that the tasks to which the Contractor is asked to respond to, will be on an "as-needed" basis, and authorized by the County Site Project Manager. As each task is identified, the Contractor will prepare a "Task Order" which details the scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed cost for its completion. Each task order will be reviewed and approved by the County Site Project Manager prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by County Site Project Manager and Contractor. The Task Order authorization must be submitted with the invoice for payment to be made.

TIME AND MATERIALS

Labor Requirements: The hourly and/or per call rate(s) listed below, shall include direct and indirect labor charges, truck, all necessary equipment, tools, overhead, travel, other expenses, and all profit applicable to services identified by Contractor. Overtime will not be paid on non-emergency response requests, unless specifically authorized by the County's Site Project Manager at the time the request for service is initiated.

Straight time is eight hours a day. The start time and the lunchtime are flexible depending upon the nature of the work. Overtime is any time after the straight time hours on weekdays, all day Saturday and Sunday, and will only be paid for emergency time and materials work. The Contractor must obtain prior written approval from County's Site Project Manager before working overtime except on emergency calls.

Classification rates for the following positions are considered overhead positions and are not to be charged to any invoicing unless approved ahead of time by the Sr Project Manager on a case-by-case basis that will require a specific sub task with fee schedule.

Subcontractor Costs: When pre-approved by the County's Site Project Manager or designee, the use of subcontractors for specialized services labor and equipment shall be reimbursed at the actual cost. No markup for subcontractor labor and equipment shall be allowed in this Contract.

Material Costs: When approved by the County's Site Project Manager or designee, all parts and materials purchased by the Contractor or by its subcontractor, shall be reimbursed at actual cost plus 10%. All parts shall be F.O.B Destination. All applicable taxes on materials will be applied after the mark-up has been added; no additional cost or mark-up will be applied to the sales tax amount. **The Contractor is to provide with every invoice, a copy of the supplier's invoice for any part or material costing \$100 or more.**

All replacement parts shall be new, except when rebuilt or remanufactured parts are most cost effective and pre-authorized by the OC Waste & Recycling.

Contractor shall warrant all labor and materials used in the work for a period of one (1) year (or in accordance with Contractor’s or Manufacturer’s Warranty, if longer) after completion of repairs, if applicable.

REIMBURSABLE COSTS

Contractor’s reasonable out-of-pocket expenses will be directly reimbursable by the County with prior approval by the County’s Site Project Manager. Reimbursable items shall be billed on an **actual cost basis** with no markup and submitted with complete back-up documentation, as may be required by the County’s Site Project Manager.

Items Considered Non-Reimbursable:

1. General overhead costs such as accounting, computer rentals, and items generally required for the basic operations of daily business or directly related to the Contract Task Orders.
2. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices.
3. Telephone, fax, and internet use.
4. Any item specified in the task order scope of work, necessary to complete the scope of work, or deliverables from the scope of work.
5. Any costs other than those explicitly authorized in Items Considered Reimbursable, unless advanced written approval has been obtained from County Project Manager.

PRICE INCREASE/DECREASES:

No price increases will be considered during the first term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 90-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor’s profit will not be allowed.

FIRM DISCOUNT AND PRICING STRUCTURE:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

CONTRACTOR’S EXPENSE:

Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

PAYMENT TERMS – PAYMENT IN ARREARS:

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

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

Payments made by 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.

SUBCONTRACTORS

County will not pay the Contractors more than the total amount listed for Sub-Contractor work, regardless of any agreement between the Contractor and their Sub-Contractor. Payment for any work is contingent upon written approval of a price proposal submitted by the Contractor and approved by the County Project Managers. Sub-Contractor rates are listed for convenience only.

PAYMENT – INVOICING INSTRUCTIONS:

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:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from “A” above
- c. Name of County Agency/Department
- d. Delivery/Service address
- e. Contract No. MA-299-26010687
- f. Date of order
- g. Product/Service description, quantity, and prices
- h. Backup documentation for any costs requiring such documentation as outlined above.
- i. Sales tax, if applicable
- j. Freight/Delivery Charges, if applicable
- k. Total

Invoices and support documentation are to be forwarded to:

OC Waste & Recycling
Attn: Accounts Payable
601 N. Ross Street, 5th Floor
Santa Ana, CA 92701

Email: ocwrinvoice@ocwr.ocgov.com; Richard.trujillo@ocwr.ocgov.com

PAYMENT (ELECTRONIC FUNDS TRANSFER (EFT)):

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

EXHIBIT A
SITE LOCATION MAP - PRIMA DESHECHA LANDFILL

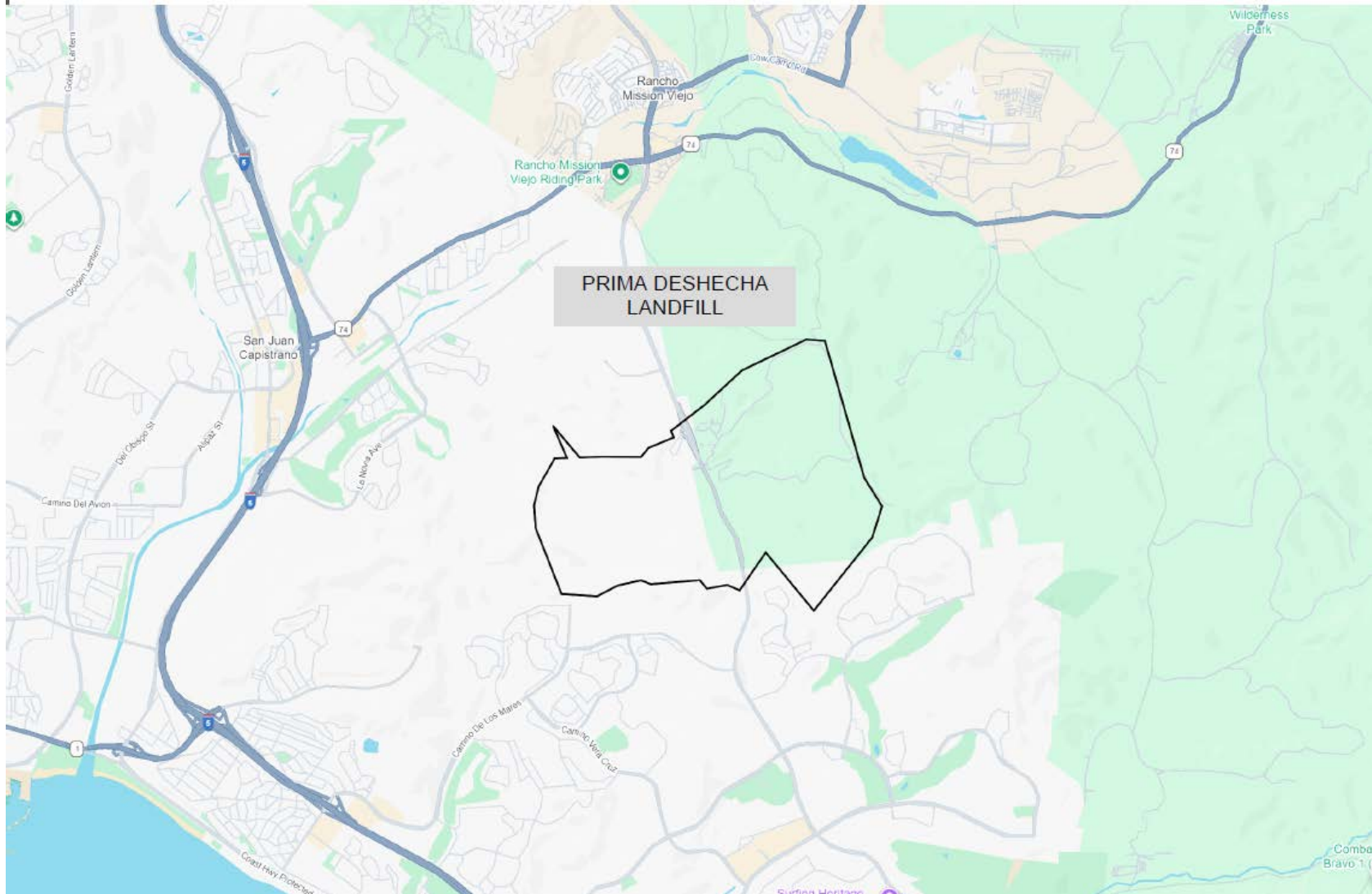


EXHIBIT B
SITE LOCATION MAP - COYOTE CANYON LANDFILL

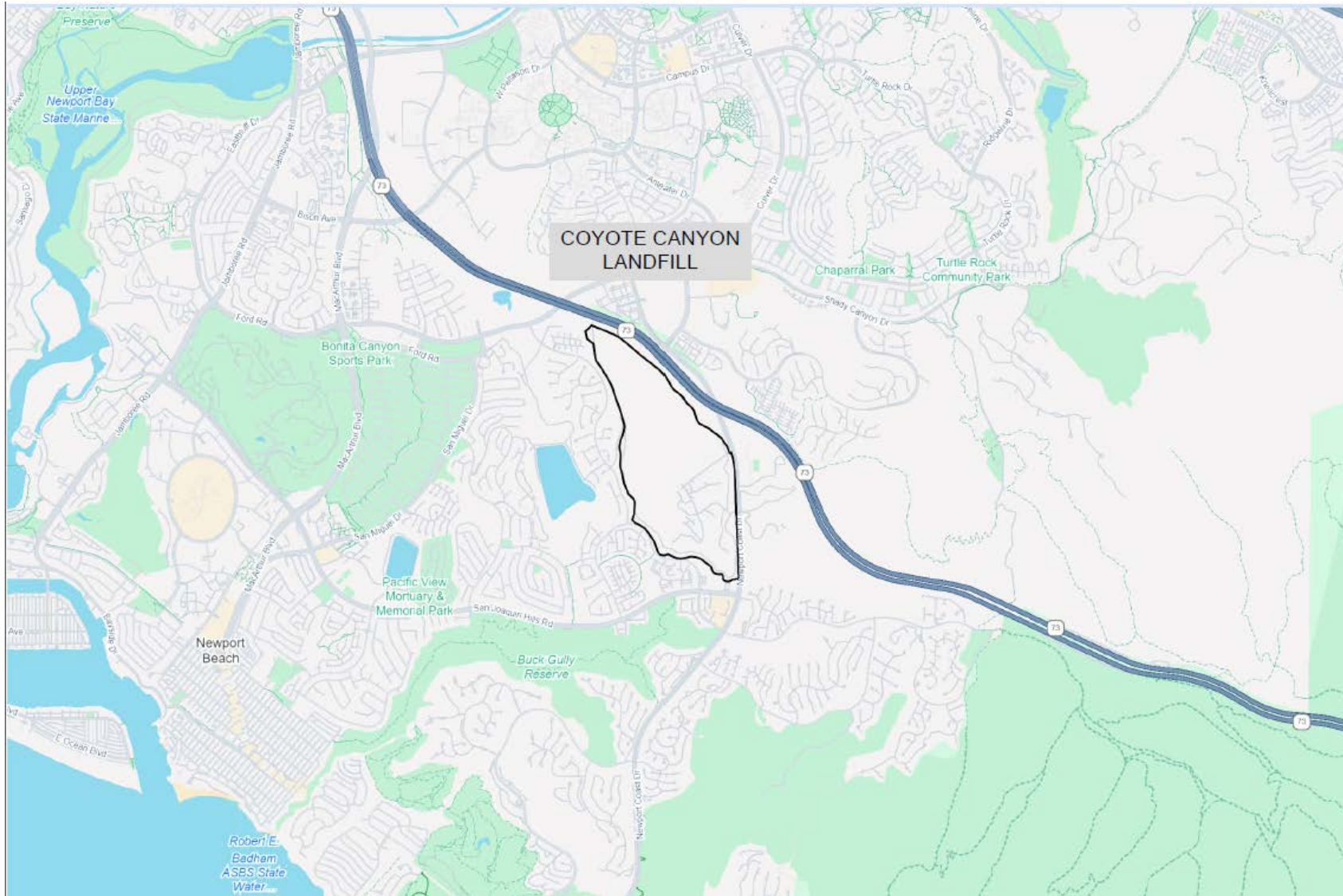


EXHIBIT C
SITE LOCATION MAP - LANE ROAD LANDFILL

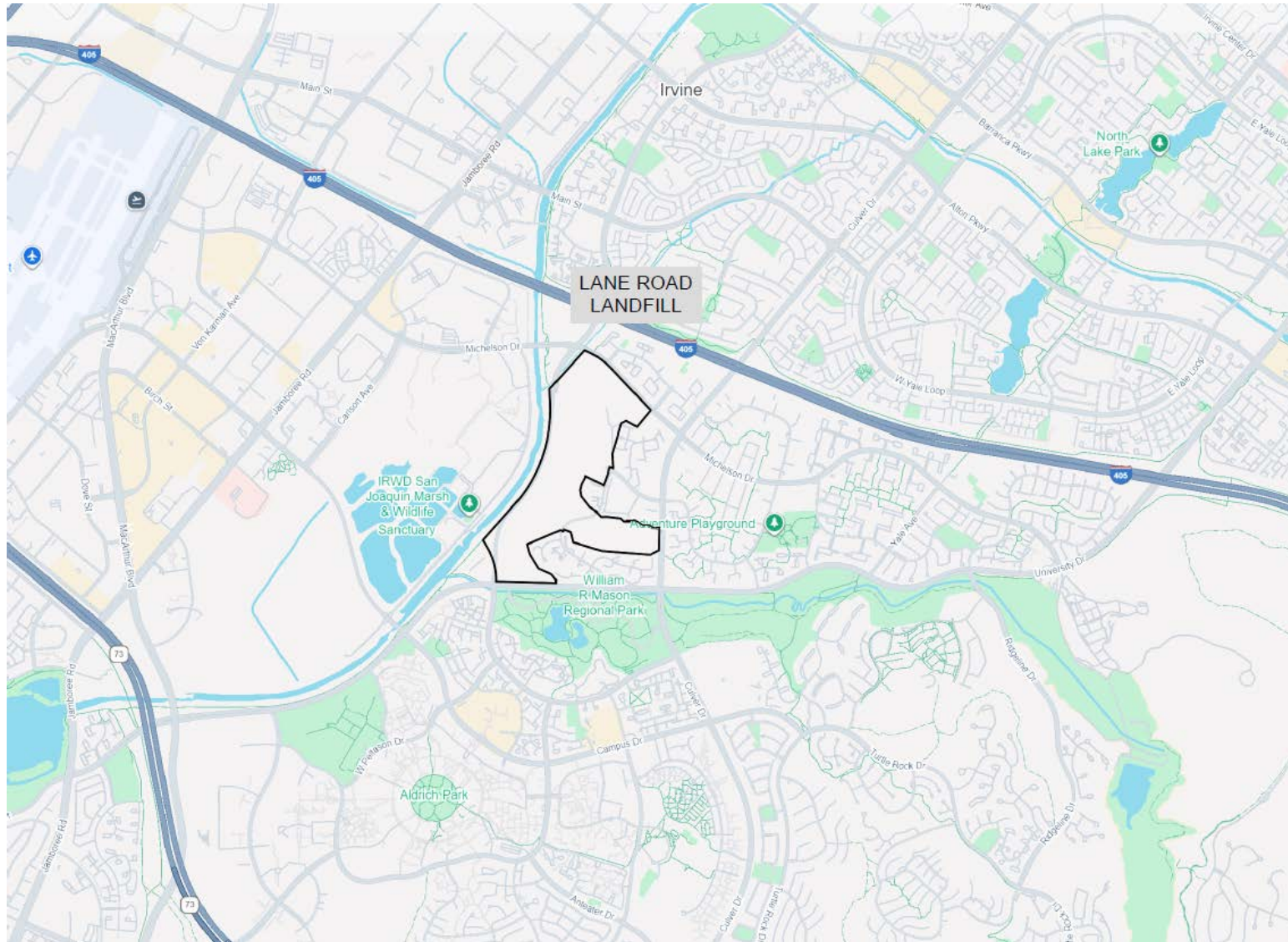


EXHIBIT D
SITE LOCATION MAP - FORMER FORSTER CANYON REFUSE DISPOSAL STATION

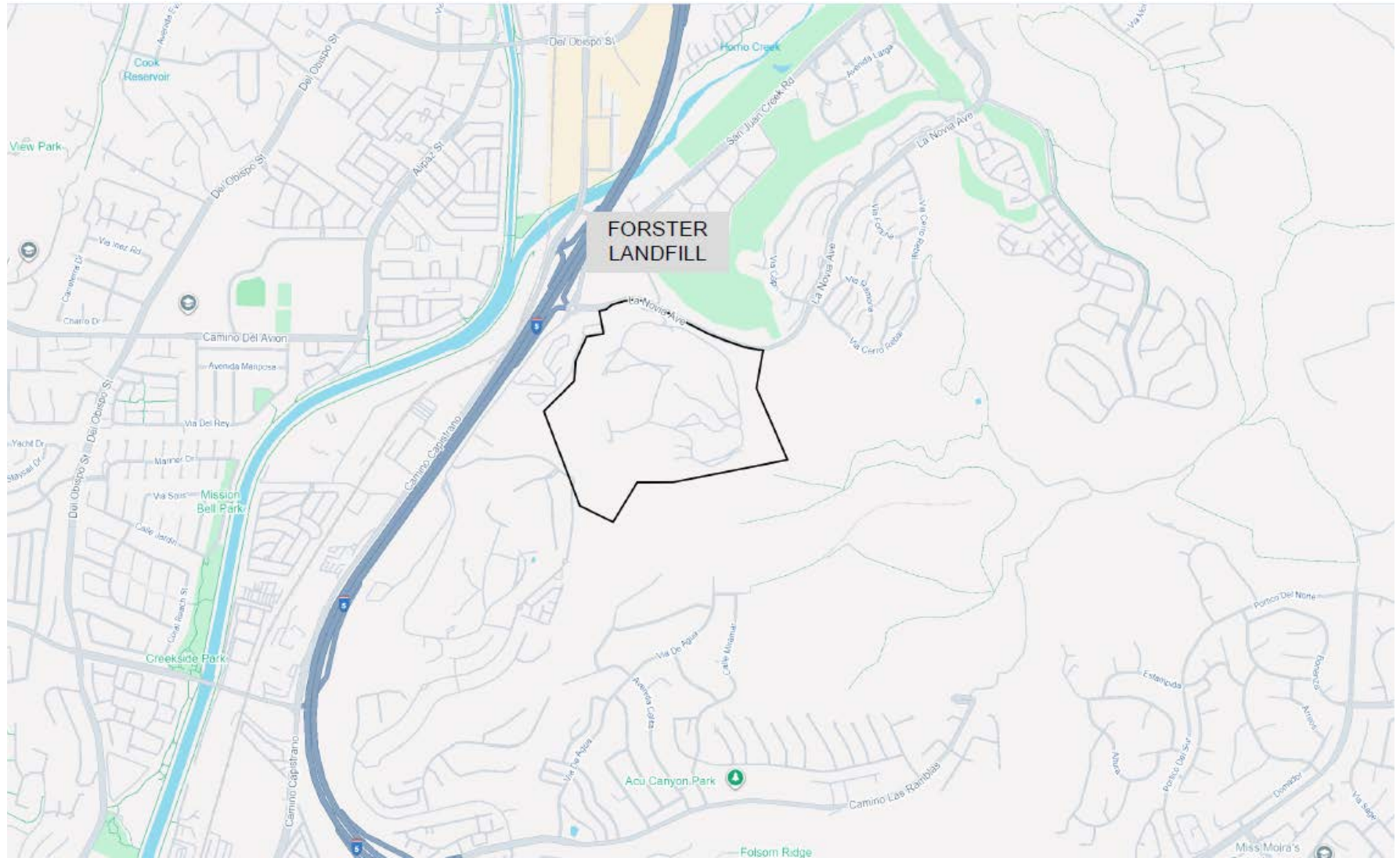


EXHIBIT E
SITE LOCATION MAP - SAN JOAQUIN LANDFILL

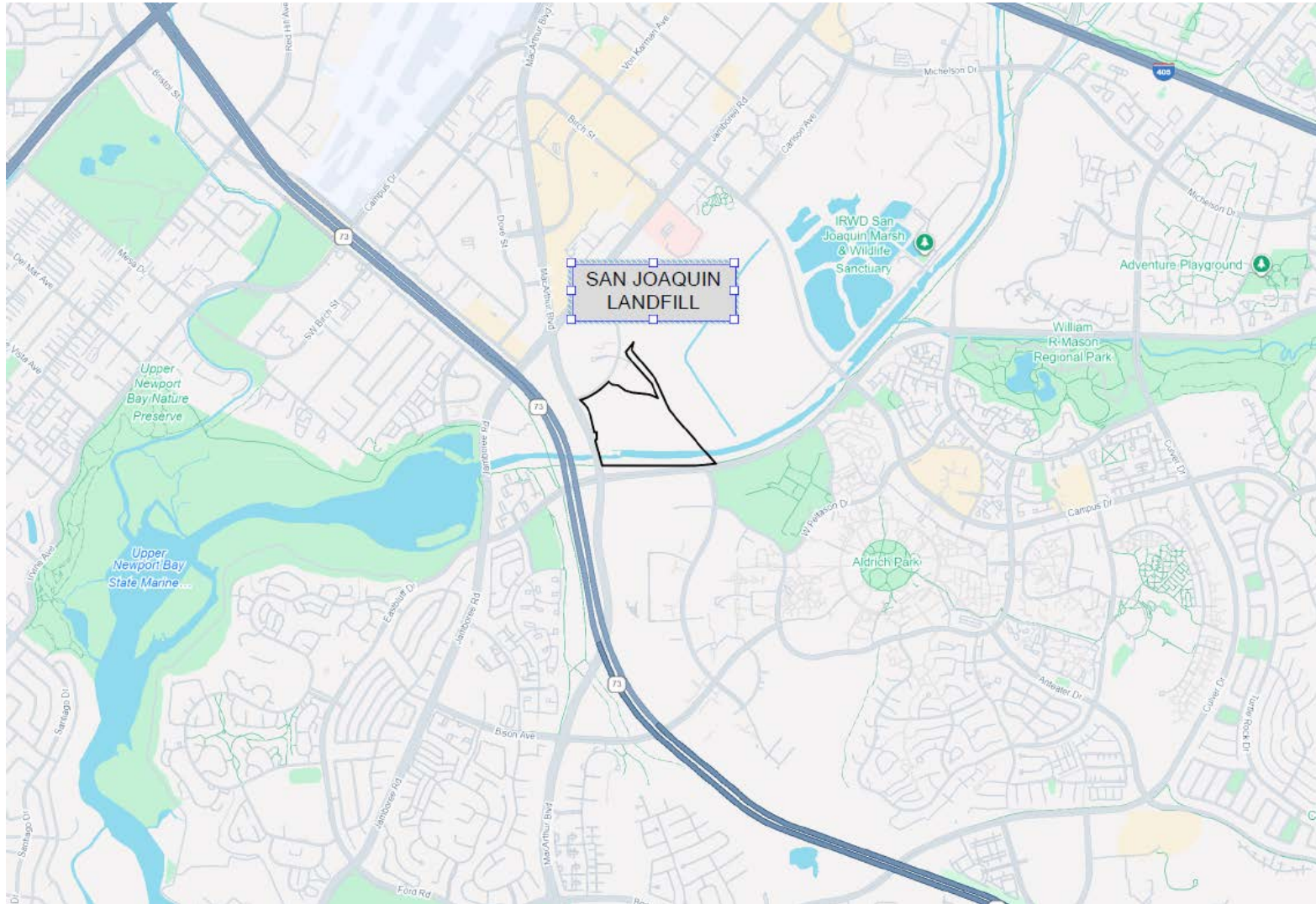


EXHIBIT F PRIMA DESHECHA LANDFILL PRE-MITIGATION AREAS

