

Contract 012-2964102-EB
For
Tree Maintenance Services
Between
OC Community Resources
And
TBD



CONTRACT

**012-2964102-EB
BETWEEN
COUNTY OF ORANGE
AND
TBD
FOR
Tree Maintenance Services**

This Contract 012-2964102-EB for Tree Maintenance Services (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 TBD, a TBD (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Attachment C – Key Personnel/Staffing Plan

Attachment D – Integrated Pest Management Plan

Attachment E – Pesticide Application Notice

Attachment F - Pesticide Tracking Application Vendor Instructions

Attachment G – Three Stake Planting Specifications

Attachment H – Figure 8 Tree Tie Method

Attachment I – OCCR Facility List

Attachment J – OC Parks Tree Inventory List

Attachment K – OCCR Facilities Tree Inventory List

RECITALS

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

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

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

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

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Tree Maintenance Services 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 terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

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 ten (10) 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

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Tree Maintenance Services 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. 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).

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of 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.

6. Breach of Contract:

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

- A. Terminate Contract immediately, pursuant to 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 Contractor for and during the period in which Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. Conflict of Interest – Contractor’s Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s 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.

9. Conflict of Interest – County Personnel:

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

10. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. 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 timelines. 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.

12. Contractor Personnel – Reference Checks:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

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 Personnel – Uniform/Badges/Identification:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Procurement Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

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 or 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. Usage Reports:

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

35. 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.

36. County of Orange Local Small Business Preference Requirements:

Contractor certifies it is in compliance with the applicable County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference requirements at the time of bid/proposal submittal.

If applicable, Contractor certifies that OCLSB and/or DVBE Subcontractor(s) specified in Attachment "Staffing Plan" comply with County's OCLSB and/or DVBE Preference at the time of bid/proposal submittal and shall ensure that at least 20% of the Contract amount is allocated to OCLSB and/or DVBE Subcontractor(s) as specified in Attachment.

For Public Works contracts, if applicable, Contractor will ensure that at least 3% of the Contract amount is allocated to OCLSB and/or DVBE Subcontractor(s), as specified in Attachment "Staffing Plan".

37. Disabled Veteran Business Enterprise Preference Requirements:

Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

38. 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.

39. 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.

40. Prevailing Wage:

- A. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- B. **Labor Code Requirements:** Contractor and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of Contract, including but not limited to the following:
- C. **Labor Code Notice:** Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the Contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- D. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
- E. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

- F. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- G. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- H. **Prevailing Wage and DIR Requirement:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:
- \$25,000 for new construction, alteration, installation, demolition or repair
 - \$15,000 for maintenance

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

- I. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:
1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
 2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
 3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100), or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. If the subcontractor or any Subcontractor fails to provide a certified copy of the payroll records within ten (10) days, the County may be required to notify the Division of Labor Standards Enforcement, which will take whatever actions it deems appropriate.
6. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

41. Work Hour Penalty:

Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight (8) hours per day of not less than 1-1/2 times the basic rate of pay.

42. Wage Rate Penalty:

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

43. Apprentices:

The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program. The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

44. Contractor Safety:

Contractor shall comply with the County's Safety and Loss Prevention Policy and Procedure#306 (Exhibit 3) ("Contractor Safety Responsibilities") and submit a copy of their Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist (Exhibit 2 and 3) 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.

45. 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.

46. 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.

47. 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. Contractor must clearly identify the order date on all invoices to County.

48. Safety Data Sheets (SDS):

The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.

49. 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:	TBD
Attn:	TBD
Address:	TBD
Phone:	TBD
Email:	TBD

County's Project Manager: OC Community Resources – OC Parks	
Attn:	TBD
Address:	TBD

Phone:	TBD
Email:	TBD

County's Project Manager: OC Community Resources – OC Public Libraires & OC Animal Care	
Attn:	TBD
Address:	TBD
Phone:	TBD
Email:	TBD

cc: OC Community Resources/Procurement Services	
Attn:	Erin Barnes, County DPA
Address:	601 N Ross Street Santa Ana, CA 92701
Phone:	(000) 000-0000
Email:	erin.barnes@occr.ocgov.com

SIGNATURE PAGE

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

TBD

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

- The first corporate officer signature must be one of the following: 1) 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.

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Deputy Procurement Agent Title	Date
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Approved as to form:

County Counsel

Signature	Name	Deputy Title	Date
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ATTACHMENT A - SCOPE OF WORK**1. Summary:**

This Contract is for Tree Maintenance Services for various locations throughout the County of Orange, including but not limited to OC Parks, OC Public Libraries (OCPL) and OC Animal Care (OCAC). Contractor shall furnish all staffing, labor, equipment, materials, and incidentals necessary to provide Tree Maintenance Services as described in this Scope of Work. Contractor must obtain prior written approval from the County Project Manager or designee before performing any work related to plant health care, pest surveying, arborist services, or other related activities. The Contractor may be required to perform various tree maintenance services, with estimated annual work volumes including, but not limited to: pruning 8,000 to 12,000 trees, treating 1,000 to 3,000 trees for pests, removing 200 to 400 trees, and planting 300 to 600 trees. These quantities are estimates only and are subject to change at the sole discretion of the County.

2. Contract Requirements:**A. GIS Tree Inventory System and Experience**

1. Contractor shall have a minimum of five (5) years of experience building and maintaining client GIS tree inventories in geodatabase format, including maintenance cycles, work history, tree health/condition, tree attributes, pest infestation levels, etc.
2. All GIS data and inventory records created by the Contractor are property of the County.
3. Contractor's GIS Tree Inventory System shall be fully compatible with the latest version of ESRI ArcGIS and must have the capability to export in shapefile (.shp) format.
4. Contractor shall provide access to its GIS Tree Inventory System to be used by County staff and consultants for work order creation or work history review.
5. Contractor's GIS Tree Inventory System must allow for additional attributes per County needs and be able to produce customized reports.
6. Contractor shall provide a complete inventory export to County Project Manager or designee annually at the conclusion of each contract year.
7. Each tree site shall have its attributes accurately updated as needed in the GIS Tree Inventory System every time a work activity is completed on the tree(s).
8. All work completed on each tree shall be promptly added as work history to the tree site record in the GIS Tree Inventory System.
9. Initial tree inventory list(s) will be provided by County to Contractor. See Attachments J and K.

B. Relevant Contracting Experience

1. Contractor shall have a minimum of five (5) years of experience contracting with entities similar in size and scope to the County of Orange.

C. Licensing and Certification

1. Contractor shall maintain a valid California State Contractors License Board (CSLB) license:
 - i. C27 – Landscaping Contractor
 - ii. C61 – Limited Specialty
 - iii. D49 – Tree Service Contractor and/or C49 Tree and Palm Contractor
2. Contractor shall maintain valid certifications from the California Department of Pesticide Regulation:
 - i. Pest Control Business license (required)
 - ii. Qualified Applicator License (required)
 - iii. Pest Control Advisor (recommended)
3. Contractor shall provide proof Managers, Supervisors, Foremen, Leads working directly on this contract have as appropriate the following International Society of Arboriculture (ISA) certifications:
 - i. ISA Certified Arborist
 - ii. ISA Certified Tree Climber
 - iii. ISA Tree Risk Assessment Qualified
 - iv. Wildlife Aware Trained Certification or equivalent.

3. **Contractor Performance Requirements:**

A. Supervision

1. Contractor shall provide a supervisor and/or foreman present at all times during contract operations while on County property.
2. The supervisor/foreman shall be responsible for the conduct and workmanship of the crew.
3. The supervisor/foreman must communicate effectively in both written and spoken English.

B. Industry Standards

1. All work shall follow accepted arboricultural practices appropriate for each specific tree species.
2. Work shall comply with:
 - i. Current ANSI A300 (Part 1) – 2023 Tree Care Standards
 - ii. Current ANSI Z133 Safety Requirements for Arboricultural Operations

C. Tree Marking

1. Trees shall not be visibly marked for any reason, including work identification unless approved by County Project Manager or designee.

D. Hazard Identification

1. Contractor shall report via email to County Project Manager or designee any tree(s) observed with structural weaknesses, decay, split crotches, or other hazards discovered within one (1) business day.

E. Pesticides-Use, Applications and Reporting for OC Parks

1. Contractor shall comply with OC Park's Integrated Pest Management Plan (IPM Plan) (See Attachment D). Additionally, contractor shall not be permitted to utilize any pesticide formulation with the active ingredient glyphosate in any areas accessible to the public.
2. Contractor shall maintain a valid Pest Control Business License, Qualified Applicator License (QAL), and registration with the County of Orange Agricultural Commissioner's Office. Possession of a Pest Control Adviser (PCA) License is highly desirable. Pesticide handlers shall complete annual training per California Code of Regulations §6724.
3. Contractor shall provide an official PCA recommendation annually for each pesticide and use scenario. All directives in PCA recommendations, pesticide labels, safety data sheets, and applicable laws and regulations must be followed.
4. When applying pesticides:
 - i. Contractor shall submit an OC Parks Pesticide Application Notice (See Attachment E) to the OC Parks IPM Coordinator and County Project Manager or designee at the facility receiving treatment a minimum of 48 hours in advance of any pesticide application.
 - ii. Upon application notice approval and prior to the start of work, the notice shall be posted at the park entrance, as well as on stakes and existing sign boards where applicable around and within the treatment site that is reasonably visible to passersby. All posted notices shall be promptly removed after the product label's restricted entry interval (REI) has ended. Posted application notices shall not be permitted to remain posted onsite after the workday concludes.
5. Contractor shall maintain perimeter control and prevent entry into active treatment areas by passersby and unauthorized personnel. Control measures shall include a combination of application notice signage, physical barriers, and additional staff, as appropriate for the scale of work and the specific facility. In publicly accessible areas where physical barriers cannot fully restrict entry in large working areas, Contractor shall provide at least one additional staff member to ensure public exclusion from the treatment area and serve as a liaison to address public questions about the treatments.
6. No off-target drift, drips, or leaks will be allowed. All spray equipment shall be maintained in good working order.

7. All pesticide applications performed on OC Parks property must be logged into the OC Parks Pesticide Tracking Application (<http://trax.ocparks.com/>) by the 10th of the following month. A user guide is provided in (See Attachment F).
- F. Pesticides-Use, Applications and Reporting for OCPL and OCAC
1. Contractor shall provide an official PCA recommendation annually for each pesticide and use scenario. All directives in PCA recommendations, pesticide labels, safety data sheets, and applicable laws and regulations must be followed. Written approval by the County Project Manager or designee shall be required prior to each and any use of pesticides.
- G. Reporting for completed work in OC Park Facilities
1. OC Parks requires detailed reporting of all work completed. Metrics of completed General Tree Care (trees pruned, removed, planted etc. with associated costs) and Tree Health Care (active pest infestation numbers, pest treatments, pest removals, etc. with associated costs) shall be shared with OC Parks on a monthly basis. County Project Manager or designee will share with Contractor a report template to utilize.
- H. Reporting and analysis of inventoried trees eco-system benefits
1. Upon request by the County Project Manager or designee, for the contract term Contractor shall provide live tree inventory analyses and benefits that quantify the environmental and economic value of the County's existing inventoried trees on an ongoing basis. Additional compensation for this ongoing service shall be authorized under the "Hourly Work" line item.
- I. **Recycling of Materials**
1. At the request of County Project Manager or designee, disease/insect-free processed wood chips may be deposited opportunistically in Park facilities.
 2. Contractor shall maintain monthly records of total green waste recycled.
 3. Contractor shall provide quarterly reports documenting:
 - i. Total green waste generated and recycled offsite.
 - ii. Total processed green waste generated and reused onsite within County facilities.
- J. **Diseased and Infested Trees**
1. During tree pruning work, tools must be disinfected between trees suspected of infection by Contractor or County Project Manager or designee (e.g., ghost canker, fusarium wilt, pink rot, phytophthora, blights, etc.).
 2. All debris from trees with known pests/diseases (e.g., Invasive Shot Hole Borer, Fusarium, Gold Spotted Oak Borer, etc.) shall be processed as applicable and transported offsite to a facility certified to receive the material according to the current University of California

Cooperative Extension (UCCE) Best Management Practices (BMPs). Infested material should never be transported outside of the known infestation zone unless processed, covered, and approved by County Project Manager or designee.

3. County Project Manager or designee may request infested material (ISHB, GSOB, etc.) that is properly processed to less than three (3) inches left onsite.
4. No additional charges shall be allowed for tool disinfection or special handling of infested material.

K. Public Relations

1. Contractor staff shall be professional, courteous, and respectful to the public and County staff at all times.
2. Contractor shall provide advance notice to the appropriate County staff prior to beginning operations in highly visible areas.

L. Traffic and Pedestrian Control

1. Contractor shall provide appropriate signage, cones, barricades, and flaggers as needed to ensure safety.
2. Contractor shall file for any encroachment permits when working outside of County property.
3. Work zones shall comply with current Cal-OSHA and Manual of Uniform Traffic Control Devices (MUTCD) standards.

M. Equipment Requirements

1. All equipment must be maintained in safe working conditions.
2. Equipment shall not leak fluids and must comply with all applicable regulations.
3. Gas blowers (backpack or handheld) are strictly prohibited. Non-compliance shall be addressed following the deficient performance procedures set for in: Zero emission leaf blowers with max sound level of 65db may be used.
4. 100% petroleum free biodegradable bar and chain oil shall be used. Non-compliance shall result in the administration of the deficient performance procedures.

N. Special Equipment Requirements- OC Parks Zoo

1. While pruning in the OC Zoo and its proximal landscaped perimeter, battery powered chainsaws and hand saws shall only be used. Combustion engine powered equipment shall not be used in this area without approval from County Project Manager or designee.

O. Progress Reports

1. Contractor shall provide daily work logs when requested by County Project Manager or designee.
2. Contractor shall submit incident reports to the County Project Manager or designee within 24 hours of any accident, injury, or property damage.

4. **Cycle Pruning Specifications**

A. All cycle pruning work in regional parks shall be performed in accordance with ANSI A300 (Part 1) – 2023 Tree Care Standards, utilizing the Natural Pruning System.

B. Pruning Objectives

1. **Risk Management**

- i. Identify and mitigate structural defects, dead or diseased limbs, and other hazardous conditions.
- ii. Priority shall be given to removal of deadwood, broken, cracked, or hanging limbs, and structural defects.
- iii. All pruning cuts shall maintain tree structure and natural form.

2. **Health Management**

- i. Remove dead, diseased, or pest-infested branches to support tree health.
- ii. Improve air circulation and light penetration as appropriate.
- iii. No more than 25% of live crown shall be removed within a growing season.

3. **Clearance Pruning**

- i. Provide clearance from buildings, utilities, signage, and infrastructure.
- ii. Clearance cuts shall be made to lateral branches capable of sustaining growth.
- iii. Clearance over-travelled roads shall be set at a minimum of 14' for emergency vehicle access. County Project Manager or designee shall be consulted before all 6"+ cuts.
- iv. Clearance over designated pedestrian pathways shall be set at 8' minimum to ensure safe passage. County Project Manager or designee shall be consulted before all 6"+ cuts.

C. Routine Cycle Pruning Guidelines for OC Park Facilities

1. OC Parks developed park trees shall receive regular cycle pruning on a frequency from 1-5 years depending on tree species, age, and location. General guidelines are listed below. Subject to change based on County Project Manager or designee directives.
2. 1 year pruning cycle species example
 - i. Palms (fan palms to 10–2, date palms to 3–9, fruit/flowers removed).

- ii. Erythrina species
 - iii. Schinus molle crown raised annually on non “natural pruning” cycle years.
3. Routine cycle pruning shall not occur during nesting season (February-August)
 4. Mature Quercus species shall only receive a crown raise/clearance prune.
 5. Wildlife inspection by trained personnel required prior to work; no additional compensation provided.

D. Non-Routine Work (Work Orders)

1. Assigned as needed for trimming, removal, stump or limb removal, tree health care treatments, arborist consulting services, and inventory updates.
2. Wildlife inspection required before work; no additional compensation provided.
3. Written quotes due within two (2) business days.
4. Work to be started within two (2) weeks.
5. Non-Routine work requests not completed within 2 weeks of County Project Manager or designee notification shall be expedited and completed following the same time schedule as set forth in “Section V.4. Emergency Response” with no additional compensation.
6. Stumps shall be ground immediately following the falling of the bole. If stumps cannot be ground the same day a high stump must be left and the County Project Manager or designee notified. Remaining stump shall be ground at the earliest opportunity in coordination with County Project Manager or designee.

E. Hourly Work

1. Used only for tasks not covered under separate line items.
2. Not permitted as a substitute for existing line items for large or hazardous trees, inclement weather, heavy canopy, hanging limbs, poor/difficult access or rigging.

5. **Work Coordination, Scheduling, and Emergency Response:**

A. Work Coordination

1. Contractor must plan around County programming and events.
2. Start dates must be coordinated with the County Project Manager or designee and Facility Supervisor 72 hours in advance.

B. Work Schedules

1. Weekly email updates must be provided by Thursday at 5:00PM PT

2. Written two-week lookahead schedules are due the 1st and 3rd Monday via email to County Project Manager or designee.
3. Priority work must be reflected in schedules.
4. Normal work hours: Monday–Friday, 6:00 a.m.–4:30 p.m.

C. Priority Work

1. Non-routine work assigned to Contractor that is time sensitive
2. Priority work must be completed within seven (7) days of County staff notice. Failure to complete may result in a penalty
3. Quotes due within one (1) business day.
4. Mobilization fee applies per work order.

D. Emergency Response

1. Four (4) emergency contacts due within one (1) week of contract award.
2. Contractor must respond within two (2) hours of County staff notice, 24 hours a day-7 day a week-365 days a year. Failure to respond may result in a penalty
3. Written quotes and/or job status update for emergency work shall be due the next business day.
4. Mobilization fee shall apply per each incident location, not per tree.
5. Debris from emergency work shall be removed or stockpiled safely by the next day.

6. **Tree Planting:**

- A. All tree planting shall be performed in accordance with ANSI A300 (Part 1) – 2023 Tree Care Standards.
- B. Contractor shall provide photos of nursery stock selected for planting and provide to County Project Manager or designee for approval prior to purchase and transport to planting site(s).
- C. When space allows, new trees shall be staked using the triple staking method with 2" X 8' or 2" X 10' lodgepoles, whichever is most appropriate for tree height. (See Attachment G)
- D. Tree ties shall be installed following the figure 8 method and shall never be intertwined around the trunk. (See Attachment H)
- E. All nursery ties/stakes shall be removed.
- F. A tree trunk protector shall be properly installed on each new tree located in turfgrass or groundcover.
- G. New trees shall be properly identified and entered into the tree inventory system at no additional cost.

- H. New trees shall be warrantied for a period of six (6) months. During this six-month period, the Contractor shall provide the following services on a monthly basis:
1. Structural young tree pruning (when needed): remove crossing branches, deadwood, promote a single leader with proper subordination pruning cuts, develop proper spacing between permanent scaffold branches, correct weight imbalances/lean in developing crown, etc.
 2. Re-stake and Re-tie as necessary to correct trunk leans.
 3. Water (when necessary)
 4. Once the six-month warrantied period is over, the Contractor shall provide current photo documentation of the tree(s) in good health to County Project Manager or designee and add the tree(s) to the applicable cycle pruning schedule.

7. Work Proposals and Invoicing:

- A. Prior to the commencement of work Contractor shall provide an accurate work proposal with the following information:
1. Job location
 2. Work description
 3. Contract line item with quantity and price
 4. Total cost of job
- B. All work proposals must be field validated for accuracy by Contractor prior to submission to County Project Manager or designee.
- C. Once work proposal is approved, a requisition number (RX#) from OCCR is assigned to the work.
- D. The cost proposal shall not be changed without prior County Project Manager or designee written authorization.
- E. Refer to “Attachment B” invoicing instructions.

8. Deficient Contract Performance:

- A. The County Project Manager or designee shall regularly inspect for contract performance on schedule to ensure contract specifications held within this scope of work are adhered to by Contractor.
- B. Unauthorized tree removal or damage, delayed response to work requests, failure to secure facility gates, damage to County property, or failure to comply with the terms and conditions of this Contract are strictly prohibited and shall be construed as a material breach of contract.
- C. The County reserves all rights and remedies available for enforcing Contractor’s noncompliance with the terms and conditions of this Contract.

9. Locations

- A. Refer to “Attachment I” OCCR Facility List for a detailed listing of current service locations. The County reserves the right, at its sole discretion, to add, modify, or remove facilities from this list at any time throughout the term of the Contract.

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

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

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

2. Fees and Charges:

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

Respondents offering the lowest price proposal for the items in Table 1 (Routine Cycle Pruning Tree Maintenance and Other High-Volume Work) will receive the full points available under the cost evaluation criterion using the Ratio Method. All other proposals will receive proportionally lower points based on their total proposed project cost.

Ratio Method: In this method the proposal with the lowest cost receives the maximum points allowed for this criterion (200 points). All other proposals receive a percentage of the points available based on their cost relationship to the lowest proposal. This is determined by applying the following formula:

Formula: Lowest Pricing Proposal/Next Lowest Price Proposal X Maximum Points Available = Awarded Points

TABLE 1: ROUTINE CYCLE PRUNING TREE MAINTENANCE AND OTHER HIGH VOLUME WORK

Term for DBH = Diameter Breast Height This table shall be used for price proposal scoring purposes only. The quantities are an estimated annual order amount. The County is under no obligation whatsoever to make any orders or purchase a minimum quantity of goods. If a proposer cannot provide a line item, then the proposer must select no bid.

Line Item	Description	Estimated Yearly Quantity	Tree DBH	Unit of Measure	Unit Cost	Total	No Bid
1	Natural Prune	1,349	0" - 6"	EA			

Line Item	Description	Estimated Yearly Quantity	Tree DBH	Unit of Measure	Unit Cost	Total	No Bid
2	Natural Prune	3,053	7" - 12"	EA			
3	Natural Prune	4,872	13" - 18"	EA			
4	Natural Prune	3,034	19" - 24"	EA			
5	Natural Prune	1,991	25" - 30"	EA			
6	Natural Prune	50	31" - 36"	EA			
7	Natural Prune	1	36"+	EA			
8	Crown Raise/Clearance Prune	54	0" - 6"	EA			
9	Crown Raise/Clearance Prune	179	7" - 12"	EA			
10	Crown Raise/Clearance Prune	359	13" - 18"	EA			
11	Crown Raise/Clearance Prune	213	19" - 24"	EA			
12	Crown Raise/Clearance Prune	134	25" - 30"	EA			
13	Crown Raise/Clearance Prune	153	31" - 36"	EA			
14	Crown Raise/Clearance Prune	1	36"+	EA			
15	Prune Date Palm	1	N/A	EA			
16	Prune Fan Palm	300	N/A	EA			
17	Prune all other Palm Species	1	N/A	EA			
18	Palm Frond Removal in Excess of 3 Years Growth	1	N/A	EA			
19	Palm Trunk Skinning in Excess of 10 feet	1	N/A	EA			
TOTAL							

TABLE 2: NON-ROUTINE WORK (WORK ORDERS)

Term for DBH = Diameter Breast Height

Line Item	Description	Quantity	Tree DBH	Unit of Measure	Unit Cost	Total	No Bid
1	Natural Prune	1	0" - 6"	EA			
2	Natural Prune	1	7" - 12"	EA			
3	Natural Prune	1	13" - 18"	EA			
4	Natural Prune	1	19" - 24"	EA			
5	Natural Prune	1	25" - 30"	EA			
6	Natural Prune	1	31" - 36"	EA			
7	Natural Prune	1	36"+	EA			
8	Crown Raise/Clearance Prune/Hanging or Down Limb	1	0" - 6"	EA			
9	Crown Raise/Clearance Prune/Hanging or Down Limb	1	7" - 12"	EA			
10	Crown Raise/Clearance Prune/Hanging or Down Limb	1	13" - 18"	EA			
11	Crown Raise/Clearance Prune/Hanging or Down Limb	1	19" - 24"	EA			
12	Crown Raise/Clearance Prune/Hanging or Down Limb	1	25" - 30"	EA			
13	Crown Raise/Clearance Prune/Hanging or Down Limb	1	31" - 36"	EA			
14	Crown Raise/Clearance Prune/Hanging or Down Limb	1	36"+	EA			
15	Prune Date Palm	1	N/A	EA			
16	Prune Fan Palm	1	N/A	EA			
17	Prune all other Palm Species	1	N/A	EA			
18	Palm Frond Removal in Excess of 3 Years Growth	1	N/A	EA			
19	Palm Trunk Skinning in Excess of 10 feet	1	N/A	EA			
20	Tree Removal with Stump Grinding	1	0" - 6"	EA			

Line Item	Description	Quantity	Tree DBH	Unit of Measure	Unit Cost	Total	No Bid
21	Tree Removal with Stump Grinding	1	7" - 12"	EA			
22	Tree Removal with Stump Grinding	1	13" - 18"	EA			
23	Tree Removal with Stump Grinding	1	19" - 24"	EA			
24	Tree Removal with Stump Grinding	1	25" - 30"	EA			
25	Tree Removal with Stump Grinding	1	31" - 36"	EA			
26	Tree Removal with Stump Grinding	1	36"+	EA			
27	Tree Removal w/o Stump Grinding	1	0" - 6"	EA			
28	Tree Removal w/o Stump Grinding	1	7" - 12"	EA			
29	Tree Removal w/o Stump Grinding	1	13" - 18"	EA			
30	Tree Removal w/o Stump Grinding	1	19" - 24"	EA			
31	Tree Removal w/o Stump Grinding	1	25" - 30"	EA			
32	Tree Removal w/o Stump Grinding	1	31" - 36"	EA			
33	Tree Removal w/o Stump Grinding	1	36"+	EA			
34	Root Pruning	1	N/A	LF			
35	Root Barrier	1	N/A	LF			
36	Hand Watering	1	N/A	HR			
37	Hourly Work/Crew Rental (Incl. all personell and equip.)	1	N/A	HR			
38	New Inventory Entry greater than 50 trees in 1 location (not maintained)	1	N/A	EA			
39	New Inventory Entry less than 50 trees in 1 location (not maintained)	1	N/A	EA			
40	Existing Inventory attributes evaluation and update greater than 50 trees in 1 location	1	N/A	EA			

Line Item	Description	Quantity	Tree DBH	Unit of Measure	Unit Cost	Total	No Bid
41	Existing Inventory attributes evaluation and update less than 50 trees in 1 location	1	N/A	EA			
42	Tree Pest survey and attribute update	1		EA			
TOTAL							

TABLE 3: EMERGENCY AND PRIORITY MOBILIZATION FEES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Emergency (2 Hour Response)	1	EA		
2	Priority (less than 7 Day Response)	1	EA		
TOTAL					

TABLE 4: TREE PEST TREATMENT

Term for ISHB = Invasive Shothole Borer TS=trunk spray, TI= trunk injection, SI=soil injection
 BS=basal spray *Emamectin benzoate application rate shall be 6ml per diameter inch at breast
 height *All other treatment application rates shall use the high rate as listed per label

Line Item	ISHB Work Description	Quantity	Unit of Measure	Unit Price	Total	No Bid
1	Imidacloprid (SI)	1	Dia./Inch			
2	Imidacloprid (SI), Tebuconazole+Bifenthrin+Cease+Nufilm17 (TS)	1	Dia./Inch			
3	Imidacloprid (SI), Bifenthrin+Cease+Nufilm17 (TS)	1	Dia./Inch			
4	Tebuconazole + Bifenthrin + Cease + Nufilm17 (TS)	1	Dia./Inch			
5	Bifenthrin + Cease + Nufilm17 (TS)	1	Dia./Inch			
6	Emamectin benzoate + Propiconazole (TI) + Cease (BS)	1	Dia./Inch			

Line Item	ISHB Work Description	Quantity	Unit of Measure	Unit Price	Total	No Bid
7	Emamectin benzoate + Propiconazole (TI), Bifenthrin + Cease + Nufilm17 (TS)	1	Dia./Inch			
TOTAL						

TABLE 5: TREE PEST TREATMENT

Term for GSOB = Gold Spotted Oak Borer TS=trunk spray, TI= trunk injection, SI=soil injection BS=basal spray *Emamectin benzoate application rate shall be 6ml per diameter inch at breast height *All other treatment application rates shall use the high rate as listed per label

Line Item	GSOB Work Description	Quantity	Unit of Measure	Unit Price	Total	No Bid
1	Bifenthrin + Nufilm17 (TS)	1	Dia./Inch			
2	Bifenthrin + Nufilm17 (TS), Emamectin benzoate (TI) + Cease (BS)	1	Dia./Inch			
3	Dinotefuran+Pentra-bark (BS)	1	Dia./Inch			
4	Emamectin benzoate (TI) + Cease (BS)	1	Dia./Inch			
TOTAL						

TABLE 6: TREE PLANTING (INCLUDES TREE, LABOR, MATERIALS FOR TRIPLE-STAKING, 6 MONTH WARRANTY AND MAINTENANCE)

Line Item	Container Size	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	15 Gallon	1	EA			
2	24 Inch Box	1	EA			
3	36 Inch Box	1	EA			

Line Item	Container Size	Quantity	Unit of Measure	Unit Cost	Total	No Bid
4	48 Inch Box	1	EA			
TOTAL						

A.

Refunding: Overpayment shall be refunded on any excess paid or invoiced above the negotiated rates of this Contract.

B. Total Contract amount not to exceed:.....\$TBD

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.

3. 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 30-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.

4. 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.

5. 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.

6. 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.

7. Sub-Contractors List

County will not pay Contractor more than the rates listed for the Prime, regardless of any agreement between the Contractor and their Sub-Contractor.

8. 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 Number: 012-2964102-EB
- f. Requisition: TBD will be provided by Project Manager or designee
- g. Date of Service
- h. Product/Service description, quantity, and prices
- i. Sales tax, if applicable
- j. Freight/Delivery Charges, if applicable
- k. Total

Invoices and support documentation are to be forwarded to: einvoice@occr.ocgov.com

Copy: OC Community Resources

Attn: Accounts Payable

601 N. Ross Street
Santa Ana, CA 92701

9. Payment (Electronic Funds Transfer (EFT)):

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

ATTACHMENT C

KEY PERSONNEL/STAFFING PLAN

I. KEY PERSONNEL TO PERFORM CONTRACT DUTIES:

- a. Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.
- b. The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

Name	Classification/Designation	Years of Experience	Years with Company	Professional License or Credentials

II. Subcontractor(s)

- a. Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Scope of Work/Services.
- b. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name	Telephone Number	Preference Certification	Services Provided	Percentage of the Proposed Contract Award
Total Percentage of the Proposed Contract Amount:					

ATTACHMENT D
OC Parks Integrated Pest Management Plan

OC PARKS

INTEGRATED PEST MANAGEMENT PLAN



PURPOSE

To guide pest management strategies and implementation of control methods that protect OC Parks cultural and natural resources in perpetuity and enhance the health and safety of the public.

December 21, 2021



OC PARKS IPM GUIDING PRINCIPLES

Integrated Pest Management (IPM) is a sustainable, science-based decision-making process that combines biological, cultural, physical and chemical tools to identify, manage and reduce risks from pests and pest management tools and strategies in a way that minimizes overall health, environmental and economic risks.

OC Parks IPM guiding principles include:

- Continuously evaluating and refining IPM best management practices.
- Fostering a safe and enjoyable park system while suppressing pest populations.
- Using the least toxic pest controls to protect the public from pests that pose a risk to health and safety.
- Limiting where non-organic pesticides may be used within OC Parks.
- Applying pesticide products in an isolated manner with an emphasis on exclusionary application techniques.
- Not using synthetic pesticides in areas accessible to the public (e.g., playgrounds, recreational turf fields, trails, parking lots).
- Not using anticoagulant rodenticides in any areas of the park system.

These principles are guided by local, state and federal laws and regulations, including those of the California Department of Pesticide Regulation (DPR), the National Pollutant Discharge Elimination System (NPDES) permitting program and the Orange County Board of Supervisors.

PEST CONTROL STRATEGIES

The following actions shall be taken when invasive pests are encountered at levels that pose a risk to the environment, public health, public safety, assets, infrastructure or economic impact:

- Properly identify and document pests of concern.
- The first line of defense shall be non-chemical pest control measures, including preventative, cultural, mechanical and biological controls.
- The second line of defense shall be organic pesticides.
- The third line of defense when other methods are known or proven to be ineffective or do not exist shall be least-toxic, non-organic pesticides.

NON-CHEMICAL CONTROLS

Non-chemical control measures that may be used include:

Prevention

Good pest prevention practices are critical to the OC Parks IPM Plan and can be effective in reducing pest incidence. Numerous practices can be used to prevent pest population buildup, including the use of pest-resistant plant varieties, good sanitary practices such as keeping lids on trash cans, using weed seed-free soil, cleaning equipment, and proper plant culture.

Cultural Controls

Cultural controls are modifications of normal plant care activities that reduce or prevent pests. Methods include adjusting the frequency and amount of irrigation, fertilization and mowing height. For example, spider mite infestations are worse on water-stressed plants, succulent growth caused by over-fertilization may encourage aphids, and too low of a mowing height may thin turf and allow weeds to become established.

Mechanical Controls

Mechanical control tactics involve the use of manual labor, physical barriers, or machinery to reduce or eliminate pest problems. Examples include hand-pulling or hoeing weeds and applying mulch, using traps for rats and mice, using fencing around a sensitive site to keep unwanted animals out of an area and mowing invasive weeds before they flower to interrupt their reappearance from seeds the following year.

Biological Controls

Biological control practices use other living organisms to reduce pest populations. Historically, they have been employed most successfully to suppress insects and mites. These organisms are often also referred to as beneficials, natural enemies or biocontrols. Biocontrols include pathogens, parasites, predators, competitive species and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released. To conserve naturally occurring beneficials, broad-spectrum pesticides should be avoided whenever possible.

Non-chemical control measures may be deployed concurrently to increase the effectiveness of suppressing recurring pests of concern.

PESTICIDE CONTROLS

California Department of Pesticide Regulation registered pesticides are used only when preventative practices and non-chemical options are known or proven to be ineffective or do not exist.

Pesticides shall be applied in an isolated manner with the least amount of material applied that proves effective and in accordance with local, state and federal laws and regulations.

OC Parks implements a prioritized use approach when pesticides are needed. The first approach is using organic pesticides whose ingredients are derived from 100% naturally occurring substances.

OC Parks prioritized approach:

Park Areas and Trails – Accessible to the Public

1. Organic pesticides
 - A. Shall be the option when pesticides are needed.

Wildland Habitat and Rights of Way Areas – Not Accessible to the Public

Rights of Way Areas examples: Storm drain channels, dams, levees, swales, bioswales and utility infrastructure.

1. Organic pesticides
 - A. Shall be the first option considered when pesticides are needed.
2. EPA Category IV pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
3. EPA Category III pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
4. EPA Category II pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
5. EPA Category I pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

Buildings, Trees and Lakes – Within All Park Areas

1. Organic pesticides
 - A. Shall be the first option considered when pesticides are needed.
2. EPA Category IV pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
3. EPA Category III pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
4. EPA Category II pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
5. EPA Category I pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

Pests of Public Health and Safety Concern – Within All Park Areas

Examples include: Vectors of disease, biting/stinging insects, imported invasive tree pests, wood-destroying organisms and federal, state and county rated pests of significance.

1. Organic pesticides
 - A. Shall be the first option considered when pesticides are needed.
2. EPA Category IV pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
3. EPA Category III pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
4. EPA Category II pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
5. EPA Category I pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

PESTICIDE APPROVALS

OC Parks approval procedures:

Pest Control Recommendations

1. The OC Parks Facility Supervisor/OC Parks Project Manager (in consultation with OC Parks IPM Coordinator [or designee] if desired) shall notify their contractor to have them produce a written Pest Control Recommendation from a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator for each pest control situation that requires a pesticide.
2. The Pest Control Recommendation shall be provided to the IPM Coordinator (or designee) and Facility Supervisor/Project Manager from the contractor. The IPM Coordinator (or designee) and Facility Supervisor/Project Manager shall review the Pest Control Recommendation.
3. The IPM Coordinator (or designee) will confirm the Pest Control Recommendation complies with the OC Parks IPM Plan and shall notify the Facility Supervisor/Project Manager of compliance.
4. The Facility Supervisor/Project Manager shall contact their contractor to plan the pest control treatment.

Pesticide Application Notices

1. The contractor shall complete and submit an OC Parks Pesticide Application Notice to the Facility Supervisor/Project Manager and IPM Coordinator (or designee) a minimum of five business days prior to a pesticide application.
2. The Facility Supervisor/Project Manager will review the Pesticide Application Notice for treatment necessity and confirmation that location/application dates do not conflict with park operations.
3. The IPM Coordinator (or designee) will confirm the Pesticide Application Notice complies with the OC Parks IPM Plan and shall notify the Facility Supervisor/Project Manager that the Pesticide Application Notice is approved.
4. The Facility Supervisor/Project Manager shall notify the contractor that the Pesticide Application Notice is approved and treatment may be implemented.

PESTICIDE APPLICATIONS

OC Parks application procedures:

1. Contractor shall follow all written Pest Control Recommendations as provided by the licensed Agricultural Pest Control Adviser or Structural Pest Control Operator.
2. For treatment sites accessible to the public, pesticide application signs shall be posted prior to application at official facility entrances if there are any nearby and in the immediate vicinity of the treatment site.
3. Contractor shall adhere to all directions listed on the pesticide label and keep a copy of the pesticide label onsite during applications.
4. Contractor shall apply the pesticide in the most targeted manner possible with the lowest required amount to achieve sufficient control.
5. Treatment sites shall be controlled by appropriate means until the restricted entry interval has passed as directed in the pesticide label.
6. Pesticide application signs shall be taken down when the treatment is complete, and the restricted entry interval has passed as directed in the product label.

DEFINITIONS

Pesticides – Any substance intended to control, destroy, repel or attract a pest.

Organic Pesticides – Pesticides formulated with ingredients derived from natural sources such as botanical, mineral sources, etc. The EPA maintains a list of approved biopesticides which include naturally derived organic products.

Pesticide Toxicity Categories – Following acute toxicity studies, the EPA assigns a product a toxicity category (I-IV). The most severe classification out of these studies determines the product's toxicity category: I-Danger, II-Warning, III-Caution, IV-No Signal word required.

Risks to Public Health and Public Safety – Examples include red imported fire ant colonies in playgrounds and sports fields, yellowjackets and Africanized bees near gazebos, mosquitoes with West Nile virus breeding in park lakes, compromised tree structures due to invasive shot hole borer in turf parks and flea infestations in occupied buildings.

Risks to Environment – Examples include invasive weeds such as stinkwort, artichoke thistle and arundo, which degrade native habitat, reduce biodiversity and ecosystem services, and increase fire fuel loads. Invasive insects such as invasive shot hole borer and goldspotted oak borer devastate native trees.

Risks to Critical Assets – Examples include termites compromising historic buildings, disease-carrying rodents infesting occupied buildings and burrowing rodents compromising the integrity of a dam or flood control channel.

Agricultural Pest Control Adviser – A person who is licensed by the California Department of Pesticide Regulation to offer recommendations on any agricultural use, holds himself/herself as an authority on any agricultural use, or solicits services or sales for any agricultural use (Food and Agricultural Code [FAC] sections 11410, 11411).

Structural Pest Control Operator – A person who is licensed by the California Structural Pest Control Board to secure structural pest control work, identify infestations or infections, make inspections, submit bids for or otherwise contract on behalf of a registered company.

ATTACHMENT E
OC Parks Pesticide Application Notice



PRODUCT NAME(S) / SIGNAL WORD(S) / EPA #(S):

TARGET PEST(S): _____

FACILITY / AREA(S) TO BE TREATED: _____

PRECAUTION(S): _____

SCHEDULED APPLICATION DATE(S) / TIME(S):

ENTRY PERMITTED: _____

COMPANY / CONTACT NAME / PHONE #:

ATTACHMENT F

Pesticide Tracking Application Vendor Instructions



1/03/25

Pesticide reporting requirements:

1. Contractor shall report all pesticide use in OC Parks into the OC Parks pesticide tracking application.
2. All pesticide applications for a given month shall be reported no later than the 10th day of the following month. For ex: all applications made in June are due no later than the 10th of July.

How to get to the tracking application:

1. Go to <https://trax.ocparks.com/>

Create a new account:

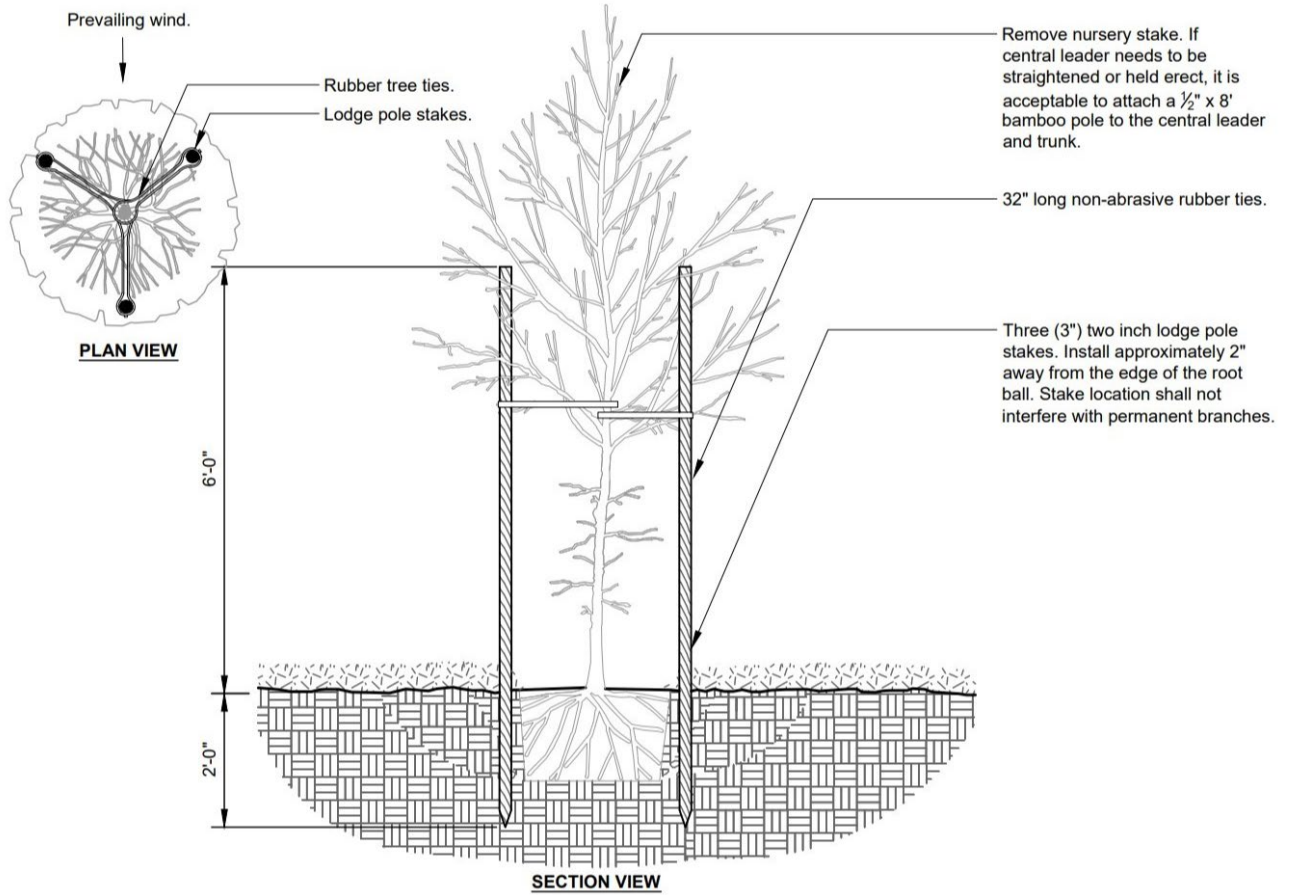
1. OC Parks shall provide a unique vendor name to each new OC Parks vendor.
2. Vendor shall proceed to the website home page and select "Create an Account."
3. On the "Register" page, vendor shall enter the provided vendor name, contact information, and create a username(email) and password for their account and select "Register."

Entering a new pesticide application:

1. On the home page, click "New Entry."
2. On the first tab titled "Work Order Details," fill out the required information and click "Save."
3. On the second tab titled "Application Details," fill out the required information and click "Save."
4. Go back to the home page; if the entry is complete with no additional updates required, click the "Pending" button to complete the entry.
5. If a product used does not auto populate in the "Application Details" tab under "Brand Name" then please send a copy of the product label to your OC Parks Program Contact for uploading into the pesticide tracking application.

ATTACHMENT G

Three Stake Planting Specifications



P-X

TREE STAKING - LODGE POLES (3)

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

ATTACHMENT H

Figure 8 Tree Tie Method



ATTACHMENT I**OCCR Facility List****A. OC Parks**

1. Aliso and Wood Canyons Wilderness Park – 28373 Alicia Parkway, Laguna Niguel, CA 92677
2. Aliso Beach – 31131 S. Pacific Coast Hwy., Laguna Beach, CA 92652
3. Arden: Helena Modjeska Historic House and Gardens – 29042 Modjeska Canyon Road, Modjeska, CA
4. Capistrano Beach – 35005 Beach Road, Capo Beach, CA 92675
5. Carbon Canyon Regional Park – 4442 Carbon Canyon Road, Brea, CA 92823
6. Crawford Canyon Park – S Crawford Canyon Road, North Tustin, CA 92705
7. Dana Point Harbor – 34451 Ensenada Place, Dana Point, CA 92629
8. Featherly Regional Park – 24001 Santa Ana Canyon Road, Anaheim, CA 92808
9. George Key Ranch Historic Park – 625 W. Bastanchury Road, Placentia, CA 92870
10. Harriett M. Wieder Regional Park – 19251 Seapoint Ave., Huntington Beach, CA 92648
11. Heritage Hill Historical Park – 25151 Serrano Road, Lake Forest, CA 92630-2534
12. Historic Yorba Cemetery – Woodgate Park, Yorba Linda, CA 92886
13. Irvine Lake – 4621 E. Santiago Canyon Road, Silverado, CA 92676
14. Irvine Ranch Historic Park – 13042 Old Myford Rd., Irvine, CA 92602
15. Irvine Ranch Open Space – 4727 Portola Pkwy, Irvine, CA 92620
16. Irvine Regional Park – 1 Irvine Park Road, Orange, CA 92869
17. Laguna Coast Wilderness Park – 18751 Laguna Canyon Road, Laguna Beach, CA 92651
18. Laguna Niguel Regional Park – 28241 La Paz Road, Laguna Niguel, CA 92677
19. Mile Square Regional Park – 16801 Euclid St., Fountain Valley, CA 92708
20. Newport Harbor – 1901 Bayside Dr., Newport Beach, CA 92625
21. Old Orange County Courthouse – 211 W. Santa Ana Blvd., Santa Ana, CA 92701
22. O'Neill Regional Park – 30892 Trabuco Canyon Road, Trabuco Canyon, CA 92678
23. Orange County Zoo – 1 Irvine Park Road, Orange, CA 92869
24. Peters Canyon Regional Park – 8548 E. Canyon View Ave., Orange, CA 92869
25. Ralph B. Clark Regional Park – 8800 Rosecrans Ave., Buena Park, CA 90621
26. Ramon Peralta Adobe Historic Site – 6398 E. Santa Ana Canyon Road, Anaheim, CA 92807
27. Regional Trails – 13042 Old Myford Road, Irvine, CA 92602-2304
28. Ronald W. Caspers Wilderness Park – 33401 Ortega Hwy., San Juan Capistrano, CA 92675
29. Salt Creek Beach – 33333 S. Pacific Coast Hwy., Dana Point, CA 92629
30. Santiago Oaks Regional Park – 2145 N. Windes Drive, Orange, CA 92869
31. Sunset Harbour – 2901 Edinger Ave., Huntington Beach, CA 92649
32. Talbert Regional Park – 1298 Victoria Avenue, Costa Mesa, CA 92627
33. Ted Craig Regional Park – 3300 State College Blvd., Fullerton, CA 92835
34. Thomas F. Riley Wilderness Park – 30952 Oso Parkway, Coto De Caza, CA 92679
35. Tri-City Regional Park – 2301 Kraemer Blvd., Placentia, CA 92870
36. Upper Newport Bay Nature Preserve – 2301 University Drive, Newport Beach, CA 92660
37. Whiting Ranch Wilderness Park – 26701 Portola Parkway, Foothill Ranch, CA 92610
38. William R. Mason Regional Park – 18712 University Drive, Irvine, CA 92612-2601
39. Yorba Regional Park – 7600 E. La Palma, Anaheim, CA 92807

B. OC Public Libraries

1. Aliso Viejo Library – 1 Journey, Aliso Viejo, CA 92656
2. Brea Library – 1 Civic Center Circle, Brea, CA 92821
3. Costa Mesa – Mesa Verde Library – 2969 Mesa Verde Drive, Costa Mesa, CA 92626
4. Costa Mesa – Donald Dungan Library – 1855 Park Ave, Costa Mesa, CA 92627

5. Cypress Library – 5331 Orange Avenue, Cypress, CA 90630
6. Dana Point Library – 33841 Niguel Rd., Dana Point, CA 92629
7. El Toro Library – 24672 Raymond Way, Lake Forest, CA 92630
8. Foothill Ranch Library – 27002 Cabriole Way, Foothill Ranch, CA 92610
9. Fountain Valley Library – 17635 Los Alamos, Fountain Valley, CA 92708
10. Garden Grove – Tibor Rubin Library – 11962 Bailey St., Garden Grove, CA 92845
11. Garden Grove Chapman Library – 9182 Chapman Ave., Garden Grove, CA 92841
12. Garden Grove Main Library – 11200 Stanford Ave., Garden Grove, CA 92840
13. Irvine Heritage Park Library – 14361 Yale Avenue, Irvine, CA 92604
14. Irvine Katie Wheeler Library – 13109 Old Myford Rd., Irvine, CA 92602
15. Irvine University Park Library – 4512 Sandburg Way, Irvine, CA 92612
16. La Habra Library – 221 East La Habra Blvd., La Habra, CA 90631
17. La Palma Library – 7842 Walker St., La Palma, CA 90623
18. Ladera Ranch Library – 29551 Sienna Parkway, Ladera Ranch, CA 92694
19. Laguna Beach Library – 363 Glenneyre Street, Laguna Beach, CA 92651
20. Laguna Hills Technology Library – 25555 Alicia Parkway, Laguna Hills, CA 92653
21. Laguna Niguel Library – 30341 Crown Valley Pkwy, Laguna Niguel, CA 92677
22. Laguna Woods Library – 24264 El Toro Road, Laguna Woods, CA 92637
23. Library of the Canyons – 7531 E. Santiago Canyon Road, Silverado, CA 92676
24. Los Alamitos–Rossmoor Library – 12700 Montecito, Seal Beach, CA 90740
25. Rancho Santa Margarita Library – 30902 La Promesa, Rancho Santa Margarita, CA 92688
26. San Clemente Library – 242 Avenida Del Mar, San Clemente, CA 92672
27. San Juan Capistrano Library – 31495 El Camino Real, San Juan Capistrano, CA 92675
28. Seal Beach Library – 707 Electric Ave., Seal Beach, CA 90740
29. Stanton Library – 7850 Katella Ave., Stanton, CA 90680
30. Tustin Library – 345 E. Main Street, Tustin, CA 92780
31. Villa Park Library – 17865 Santiago Blvd., Villa Park, CA 92861
32. Westminster Library – 8180 13th Street, Westminster, CA 92683

C. OC Animal Care

1. OC Animal Care – 1630 Victory Rd., Tustin, CA 92782

ATTACHMENT J
OC Parks Tree Inventory List
(See Separate Attachment)

ATTACHMENT K
OCCR Facilities Tree Inventory List
(See Separate Attachment)