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Contract MA-012-26010419

For

Asphalt and Concrete Maintenance Services

Between

County of Orange

And

Ben's Asphalt LLC

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CONTRACT

MA-012-26010419
BETWEEN
COUNTY OF ORANGE
AND
BEN'S ASPHALT LLC
FOR
ASPHALT AND CONCRETE MAINTENANCE SERVICES

This Contract MA-012-26010419 for Asphalt and Concrete 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 Ben's Asphalt LLC, (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

RECITALS

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

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

WHEREAS, Contractor agrees to provide Asphalt and Concrete 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 Asphalt and Concrete Maintenance Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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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.

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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 indemnities 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.

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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

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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.

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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.

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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, Orange County Flood Control District (District), and their 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 or District by a court of competent jurisdiction because of the concurrent active negligence of County, District, 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.

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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. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.

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 carry 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.

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

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).**

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/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:

Coverage	Minimum Limits
Commercial General Liability Including Products - Completed Operations	$3,000,000 per occurrence $3,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$1,000,000 combined single limit

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Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per accident or disease

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

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

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

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 04 13, or a form at least as broad naming the ***County of Orange, Orange County Flood Control District, and their elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state ***As Required by Written Contract.***

2) A primary non-contributing endorsement 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.

3) Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, Orange County Flood Control District, and their elected and appointed officials, officers, employees, and agents*** or provide blanket coverage which shall state ***As Required by Written Contract*** when acting within the scope of their appointment or employment.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, Orange County Flood Control District, and their 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.

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The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified 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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Asphalt and Concrete 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:

This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County.

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. Aggregate Contract:

This is an Aggregate Contract with Hardy & Harper Inc. and Ben's Asphalt LLC with an Aggregate Contract Amount not to exceed $1,950,000.00.

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

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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.

5. 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).

6. 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.

7. Breach of Contract:

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

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;

B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

8. 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.

9. 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

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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.

10. 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.

11. 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.*

12. Contractor's Project Manager and Key Personnel:

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

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

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13. 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.

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. Data – Title To:

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

17. Default – Re-Procurement Costs:

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

18. Disputes – Contract:

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

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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.

19. Drug-Free Workplace:

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

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

   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

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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.

20. EDD Independent Contractor Reporting Requirements:

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

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department 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.

21. 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.

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22. Equal Employment Opportunity:

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

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

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

23. Headings:

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

24. 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.

25. 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.

26. 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

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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.

27. 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.

28. 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.

29. 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.

30. Project Manager, County:

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

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

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reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

31. 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.

32. 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

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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.

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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 Contractor 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.

33. 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

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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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

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39. 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:	Ben's Asphalt LLC
Attn:	Jeremy Taylor
Address:	2200 S. Yale St, Santa Ana, CA 92704
Phone:	714-540-1700
Email:	Jeremy.taylor@bensasphalt.com

County's Project Manager: OC Community Resources	
Attn:	James Wootten
Address:	13042 Old Myford Road, Irvine, CA 92610
Phone:	714-973-6830
Email:	James.wootten@parks.oc.gov

cc: OC Community Resources/Procurement Services	
Attn:	Mauricio Escobar
Address:	601 North Ross St Fl 6, Santa Ana CA 92701
Phone:	949-923-3725
Email:	Mauricio.escobar@occr.oc.gov

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40. 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.

41. Liquidated Damages:

It is agreed by and between the Contractor and the County that if this Contract is not fully and completely performed within the terms of the Contract, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by the Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage which the County will sustain by reason of such delay, Contractor agrees to forfeit and pay to County the sum of two hundred and fifty dollars ($250.00) ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract is delayed. County may deduct such sum from any payments due or to become due to Contractor. If the Liquidated Damages exceed the unpaid balance of the Contract price otherwise owed to Contractor, then Contractor shall immediately pay County the difference.

42. Contractor Safety:

Contractor shall comply with the County's Safety and Loss Prevention Policy and Procedure#306 ("Contractor Safety Responsibilities") and submit a copy of their Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the County's Project Manager prior to the start of any work performed under the Contract. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203(whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

43. County of Orange Local Small Business Preference Requirements:

Contractor certifies it is in compliance with the applicable County of Orange Local Small Business (OCLSB) Preference requirements through the term of the contract, including any extensions or renewals, and agrees that Contractor's failure to comply may be construed by the County as a material breach of the contract. If applicable, Contractor certifies that OCLSB Subcontractor(s) specified in Attachment "Staffing Plan" comply with County's OCLSB Preference at the time of bid/proposal submittal through the time of award of the contract and shall ensure that at least 20% of the Contract amount is allocated to OCLSB Subcontractor(s) as specified in Attachment.

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44. <u>Disabled Veteran Business Enterprise Preference Requirements:</u>

Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise (DVBE) Preference requirements through the time of award of the contract. If applicable, Contractor certifies that DVBE Subcontractor(s) specified in Attachment "Staffing Plan" comply with County's DVBE Preference at the time of bid/proposal submittal through the time of award of the contract and shall ensure that at least 20% of the Contract amount is allocated to DVBE Subcontractor(s) as specified in Attachment.

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SIGNATURE PAGE

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

BEN'S ASPHALT LLC*

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

- The first corporate officer signature must be one of the following: 1) 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
Signed by: Lucas Wheeler D9A6C6CF909D47D...	Lucas Wheeler	VP	8/24/2026
DocuSigned by: Nelson Smith A283B34870FE4E9...	Nelson Smith	President	8/25/2026

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Procurement Agent	

Approved as to form:
County Counsel

Signature	Name	Title	Date
DocuSigned by: Mark Batarse A264932A53084EF...	Mark Batarse	Sr. Deputy County Counsel	8/25/2026

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ATTACHMENT A - SCOPE OF WORK

I. DESCRIPTION OF WORK

A. The work to be done consists, in general, of minor asphalt and concrete maintenance and replacement on public trails, paths, driveways and parking lots located on County-owned or maintained facilities, some of which may be located on District land. The scope of this contract excludes County properties designated a county highway as defined in Streets and Highways Code, unless otherwise approved by OC Parks Project Manager and OC Public Works. Maintenance requests will consist of removal and replacement of isolated areas of deteriorated pavement, filling potholes, patching low spots, paving, grinding and overlay, slurry coating, crack sealing, fog sealing, curb installation, and striping throughout Orange County. All work set forth in scope shall not exceed 4,000 square feet in total per project. All work to be done in accordance with current County of Orange Standard Plans where applicable, available online using the following link:

https://ocpublicworks.com/ocpw/oc-public-works-standard-plans

B. Other items of work or details not mentioned above that are required by OC Public Works Standard Plans, http://www.ocpublicworks.com/about/oc_public_works_standard_plans (hereinafter, "Plans"); the "Greenbook" – Standard Specifications for Public Works Construction (hereinafter "Standard Specifications"), or this Scope of Work, shall be performed, placed, constructed, or installed.

C. Contractor License Requirements:

Contractor shall possess and maintain throughout the term of the Contract a valid California contractor license appropriate for the work to be performed, including but not limited to a Class A – General Engineering Contractor license or a combination of Class C-12 – Earthwork and Paving Contractor and Class C-8 – Concrete Contractor licenses.

D. **Scope of Work Limitations:** This Contract shall only be utilized for maintenance work as defined in California Public Contract Code (PCC) 22002(d) and public projects of seventy-five thousand dollars ($75,000) or less as a negotiated contract or purchase order in accordance with PCC 22032(a). where the answer to all of the following statements is "No". If the answer to any statement is "Yes" or "Unknown," this Contract shall not apply, and the project must be treated as a Public Works Project to be separately managed or procured by OC Public Works.

Contract Work is EXCLUDED if the project:

1. Requires a permit (encroachment, regulatory, Building, etc.), or if the nature of the work is complex enough that an OCPW Project Manager is needed to determine if a permit is required.
2. Requires construction, building, grading, or fire plans.
3. Is being performed correcting a building code violation.
4. Is being performed in order to comply with the Americans with Disabilities Act of 1990 or ADA (42 U.S.C. § 12101).
5. Requires the installation of new or replacement of existing plumbing, electrical, or mechanical equipment.
6. Requires painting in excess of 500 sq ft in a contiguous location or 2,000 sq ft in a building.
7. Requires the erection of a new structure, structural modification of an existing structure (including demolition), or any sort of structural assessment.

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8. Requires resurfacing one inch or more (vertically) of pavement on a street or highway (where a street or highway is not a parking lot, bikeway, or walking path).
9. Requires the construction of a retaining wall taller than 4 feet measured from the bottom of the footing to the top of the wall or supporting a surcharge load (CBC 105.2).
10. Requires design and implementation of new landscape or irrigation features.
11. Requires more than concrete or asphalt maintenance, replacement, or repairs more than 4,000 sq ft.
12. Requires grading more than 500 sq ft of land.
13. Requires roof repair, modification, or replacement to a roof other than patching.
14. Involves new permanent fencing vertically higher than 4 feet, or linearly longer than 6 feet being installed.
15. Could potentially impact a drainage pattern or water runoff, ditch, creek, or channel.
16. Could potentially trigger the National Pollutant Discharge Elimination System – Water Quality measures
17. Requires general plan conformity
18. Triggers the California Environmental Quality Act evaluation
19. Involves something being mounted to a wall that is greater than 20 lbs.
20. Could compromise the stability of the underlying soil, impact the quality of surface water or groundwater, or is complex enough that an evaluation by OCPW is needed to determine this.

This Contract is strictly limited to routine Asphalt and Concrete Maintenance and Repair activities that do not trigger any of the conditions described above. This Contract shall also be limited to projects with a cost of seventy-five thousand dollars ($75,000) or less, pursuant to the provisions of California Public Contracts Code section 22032.

II. IDENTIFICATION AND SCHEDULING OF WORK

A. County conducts recurring inspections of all County maintained roads and investigates citizen complaints of potholes and road damage. Inspector designates the limits of damaged areas with paint, documents the damage with Digital photos, a short summary of damage and required maintenance using a Work Order form. This report includes the specific location and Thomas Guide reference.

B. County staff reviews, prioritizes, and "packages" these reports to include several locations in the same general geographic area. Work packages, including photos, will be prepared for the Contractor biweekly. A biweekly work package may include any of the work items in the Contract.

C. Contractor will furnish a work plan indicating the day/date for work on each location in the biweekly work package. The County reserves the right to insert additional locations into a biweekly work package at any time. When this occurs, Contractor may request Inspector to delete one or more other work locations from that biweekly work package if the total work package, including additional work, cannot be completed during designated completion period. Inspector will respond to Contractor requests for deletion of work by close of business the next workday.

D. Contractor shall send to a County inspector or County representative a daily worksheet anytime work is being performed for the County of Orange indicating job location/s, how many crew

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members with foreman name, equipment, tonnage of asphalt, how many loads in and out of job site. This should be done for each work order.

III. WORK COMPLETION SCHEDULE

A. Inspector or County Representative will review all work schedules before issuing Notice to Proceed (NTP). All work in each work package is to be completed within the agreed upon time designated for that work package in the NTP. Contractor is responsible for notifying Inspector or County Representative if weather or other conditions preclude working on some or the entire work package. Such notification will be made within four hours of the event/occurrence.

B. Inspector or County Representative and Contractor are required to discuss the impact of weather or other agreed to delays in an attempt to identify these locations in the work package that cannot be completed on schedule. Inspector will normally include deleted items in the next biweekly work package.

C. Failure to complete the work package by the described date without Inspector's or County Representative's approved extension will result in a deduction of two hundred and fifty dollars ($250.00) per day late penalty fee for each uncompleted location.

IV. CONDUCT

A. Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. County expressly retains the right to request any specific Contract personnel be precluded from providing services to County under this Contract. County is not required to provide any reason for requested removal of specified Contract personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) calendar days.

V. SUPERVISION

A. Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foreman shall be able to communicate effectively in both written and oral English.

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

VI. REPORTING COMPLETED WORK

A. Each completed package must have Contractor's name, date of completion and name and signature of Contractor's representative certifying completion of work. Completed work requests will be delivered to the Inspector or County Representative in a timely manner, preferably within 24 business hours.

VII. ACCEPTANCE OF WORK

A. Each work location reported as complete will be accepted by Inspector or County Representative for payment unless Contractor is notified otherwise within 24 business hours following contractors report of completion.

VIII. WARRANTY OF WORK

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A. Contractor warrants all work to be free from defects of design material and workmanship, for a period of one (1) year from the date of acceptance of work. Expressly included is the warranty of compaction of existing base material or sub-grade and asphalt concrete or concrete placed under this Contract and that traffic will not result in a depression of the patch or repaved area greater than 1/4" below the surrounding pavement. Contractor, promptly after receipt of notice shall make good, at his expense, all defects developing during this period, including labor and material.

IX. UNSCHEDULED/AS-NEEDED WORK

A. Contractor will be required to provide unscheduled/as-needed services, 24 hours per day, seven days a week, to potholes, sinkholes, and other unscheduled/as-needed maintenance as required. Contractor will be given specific locations to fix via telephone call and/or email from a County authorized representative. Contractor shall be compensated for responding to the emergency call and for the quantity of the work done. Contractor will be required to start the work indicated within two (2) hours of the initial telephone call/email and report back to County Representative upon completion of work specified.

B. Contractor shall provide a 24-hour contact information, including phone numbers, email addresses, and the names of at least two individuals, within one week of award of Contract. Should the phone number or contact person change during the course of the Contract those changes must be provided to County.

C. Contractor will be required to provide all traffic control required during emergency operations.

X. COOPERATION

A. The Contractor, if applicable, shall cooperate with all private property owners affected by the implementation of the work package, notifying them at least 24 hours before commencement of any work on/or adjacent to their property to the satisfaction of County Inspection personnel. The Contractor shall cooperate with utility companies doing on-going work and allow them sufficient time to finish their work.

B. Full compensation for conforming to the requirements of “Cooperation” shall be considered as included in the various items of work involved and no additional compensation will be allowed.

XI. SOUND CONTROL

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

B. Full compensation for conforming to requirements of “Sound Control” will be considered as included in the various items of work involved and no additional compensation will be allowed.

XII. DUST CONTROL

A. No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way.

B. Contractor will perform operations in a manner that minimizes dust. Contractor will not create dust in such a quantity as to violate the South Coast Air Quality Management District’s regulations.

C. Full compensation for conforming to requirements of “Dust Control” will be considered as included in the various items of work involved and no additional compensation will be allowed.

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XIII. DEBRIS REMOVAL

A. All trash and debris shall be removed from work area by the end of each working day. At other times during the progress of work, when required, Contractor shall remove all surplus materials, rubbish, and debris resulting from the work. Work area will be left in a neat, clean, and acceptable condition as approved by Inspector or County Representative. No stockpile of debris will be allowed at the site unless authorized by Inspector or County Representative.

B. Contractor will pick up and dispose of materials at a site outside of County right-of-way approved for disposal of such materials. Any debris dropped on the public street during entrance or exit of the site will be removed immediately by Contractor.

C. Full compensation for conforming to requirements of "Debris Removal" will be considered as included in the various items of work involved and no additional compensation will be allowed.

XIV. WATER

A. Contractor will furnish all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.

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

XV. PARKING CONTROL

A. Parked cars may interfere with the work to be performed. Therefore, if applicable, Contractor is required to post, maintain, and subsequently remove, temporary "Tow Away No Parking" signs along streets utilized for trail maintenance where work is to be performed with no less than 24 hours prior to the start of said work. Contractor will furnish signs per sample provided by County. Contractor will fill in day and date for scheduled work. Contractor will be responsible for replacing any signs which are damaged or removed in order to maintain notice to the public. Contractor will be responsible for the removal of all temporary "Tow Away No Parking" signs upon completion of the work in posted area.

B. Full compensation for conforming to requirements of "Parking Control" will be considered as included in the various items of work involved and no additional compensation will be allowed.

XVI. TRAFFIC CONTROL

A. Contractor will conduct its operations in a manner consistent with the Manual on Uniform Traffic Control Devices ("MUTCD") Guidelines as published by the State of California, Department of Transportation and/or the County WATCH Manual for Work Area Traffic Control which also follows the CA-MUTCD. Project operations will seek to minimize trail traffic congestion during A.M. and P.M. peak-hour traffic. This may require beginning work after the A.M. peak-hour traffic and ending work before the P.M. peak-hour traffic.

B. Night work will be permitted only by direction of County Inspector or County Representative.

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

D. If a County owned or managed trail, path, or parking lot needs to be closed anytime during maintenance the contractor shall notify the public with advisor notices in the immediate and surrounding work area. Notices shall be in the form of a laminated public notice on standard a-

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frame sign placard stating the activities that will affect access and operations and the times and dates for scheduled work at least 48 hours before the start of work.

E. Contractor shall be responsible for adequate barricading of work area and controlling traffic in the vicinity of the work area.

F. Spillage resulting from hauling operations along or across any public traveled way will be removed immediately by the Contractor, at their expense. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, will in all cases yield to public traffic.

G. Special emphasis will be placed on the use of "Construction Zone Ahead" (C18R) signs at the beginning, end, and all access and/or intersecting streets with trails and paths under maintenance. Contractor will provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the maintenance area and all its approaches, including advanced signing and barricades.

H. Flashing arrow signs, of the appropriate type per MUTCD, will be provided for all lane Closures, if applicable.

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

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

K. Contractor will maintain 6' for trail traffic at all times unless provided with engineered detour plan.

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

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

N. Contractor will maintain safe working conditions at each work location. At the end of each day, all equipment and other obstructions will be removed from the trail, path, or parking lot. The contractor shall place temporary traffic markings (tabs) when any traffic markings are removed.

O. Full compensation for conforming to requirements of "Traffic Control" will be considered as included in the various items of work involved and no additional compensation will be allowed.

P. If the Contractor is required to submit Traffic Control Plan prepared and stamped by a Registered Civil or Traffic Inspector, the Contractor shall be reimbursed for the actual cost of the preparation and implementation of the plan without mark-up or profit margin.

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XVII. PROTECTION AND RESTORATION OF EXISTING AREAS

A. Contractor will protect all furnishings, improvements, and existing trail and path tread outside and leading to or from work project locations from damage by its operations. All damage will be restored or replaced, at the option of County, at Contractor's expense within three business days after notification of such damage by Inspector or County Representative. Restorations and/or replacements will be equal to or better than original in all aspects.

XVIII. SAFETY

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

XIX. BEST MAINTENANCE PRACTICES (BMP)

A. The Santa Ana and San Diego Regional Water Quality Control Boards (RWQCB) have issued permits which govern storm water and non-storm water discharges resulting from areas owned and operated by the County of Orange, Orange County Flood Control District and incorporated cities of Orange County (collectively referred to as Permittees).RWQCB Permits are National Pollutant Discharge Elimination System (NPDES) Permits No. R8-2002-0001 and R8-2009-0030, respectively. Copies of the RWQCB Permits are available for review.

B. In order to comply with the Permit requirements, the Permittees have developed a Drainage Area Management Plan (DAMP) which contains Model Maintenance Procedures with Best Management Practices (BMPs) that parties conducting the municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry weather urban runoff, storm water runoff and receiving water quality.

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

D. Work shall be performed in conformance with BMP; see relevant fact sheets, including but not limited to "Parking Lot Maintenance" (FF-9) and "Roads, Streets and Highways Operation and Maintenance" (FP-3), which can be downloaded at: www.ocwatersheds.com/documents/bmp/municipalactivities.

E. Evaluation of activities subject to DAMP requirements performed under this Contract will be conducted to verify compliance with DAMP requirements and may be required through Contractor self-evaluation as determined by County.

XX. DEWATERING

A. Any groundwater that may be encountered shall be controlled and removed by methods of the Contractor's choice subject to the requirements of the California Regional Water Quality Control Board Individual Dewatering Permit, Section 401 Permit, and Flow and Acceptance of Water.

B. The dewatering system chosen shall relieve seepage pressure and keep the subgrade free from water. Regardless of the dewatering method chosen by the Contractor, the subgrade elevations shall

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be maintained. If the material at subgrade is unstable due to high moisture content, the Contractor shall remove the material and place fill at 90% Relative Compaction to re-establish the subgrade at no cost to the County. The Contractor may provide other methods of stabilization at subgrade at no cost to the County.

C. The Contractor shall control the water level below the subgrade to prevent pumping of gravel base material.

D. No discharge water quality problems are anticipated other than de-silting prior to discharging into the downstream portion of the channel. The cost of de-silting the discharge shall be included in the Contract price for dewatering.

E. A de-silting basin will be required in at least one location to conform to the provisions of CRWQCB dewatering permit.

F. Full compensation for conforming to the requirements of "Dewatering" shall be included in the various items of work involved and no additional compensation will be allowed.

XXI. UTILITIES

A. The County has endeavored to locate and show on the plans the approximate locations of all private and public utilities and facilities to be encountered during construction. However, it is possible that, during the work, unknown substructures requiring relocation or protection may be encountered. Such unknown substructures will generally fall into two classes:

Class I - Those requiring relocation or protection at the expense of the owner; and

Class II - Those requiring relocation or protection at the expense of the County.

B. For Class I utilities, the Contractor shall provide time and working space for protection or relocation activities and may be entitled to an extension of time for completion and/or extra compensation under the provisions of Subsection 5-5, "Delays."

C. For Class II utilities, the County will make arrangements for the protection or relocation by the Owner or by the Contractor or by others. In the event either the protection or the relocation is to be accomplished by the Contractor, the procedures of Section 3, "Changes in Work," of the Standard Specifications shall be used. In the event protection or relocation is accomplished by the owner or by others, the Contractor shall provide time and working space and may be entitled to an extension of time for completion and/or extra compensation under the provisions of said Section 5-5, "Delays."

D. In the event any such unknown substructures should be disturbed or damaged, by no fault of the Contractor exercising reasonable care, the Contractor shall at once make necessary emergency preservations at no cost to the Contractor. Permanent preservations, if necessary, and/or relocation will be arranged by the County at no cost to the Contractor.

E. Where facilities are shown on the plans, "To Be Relocated by Others," the County will issue the owner a "Notice to Relocate" or, by County agreement with owner, require owner to relocate. In the event difficulties delay relocation, which in the judgment of the Inspector or County Representative cannot reasonably be foreseen, and require a delay in Contractor's completion date after all reasonable remedies for keeping Contract on schedule have been exhausted by Contractor including, but not limited to flow-charts and critical path scheduling, work simplification, and alternative construction methods, Inspector or County Representative may allow extra compensation and extra time to the Contractor.

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F. The Contractor shall protect facilities shown on the plans, "To Be Relocated by Others," in both original and relocated positions and any damage to such facilities shall be immediately fixed to the owner's satisfaction at no cost to the County.

G. The Contractor's attention is directed to the utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures in the construction area when the Contractor gives at least two working days' notice to the Underground Service Alert by calling 1- 800-422-4133. The Contractor shall call USA prior to any work over substructures to allow owners to locate and/or obtain accurate "ties" on their manholes, valve covers, meter boxes, etc.

H. Full compensation for conforming to the requirements of "Utilities" shall be considered as included in the various items of work involved and no additional compensation will be allowed.

XXII. VERIFICATION OF UTILITY LOCATION AND DEPTH

A. Prior to the commencement of work, the Contractor shall verify the location and depth of all utilities, including service laterals and service connections, which have been indicated on the plans or marked by the respective owners and which may affect or be affected by its operations.

B. All utilities designated on the plans to be protected in place shall be carefully uncovered if located within the lines of excavation and time shall be allowed for the Inspector or County Representative to field check the location of such utilities to make certain that they will not interfere with maintenance. In the event a utility conflict exists, the County will either arrange for utility owner to relocate the utility or adjust grade and/or alignment of the proposed improvement. In the event any such facility should be disturbed or damaged, the Contractor shall at once make restorations to the satisfaction of the owner, or arrange with the owner to make restorations, at no cost to the County. Any delays or reconstruction of maintenance resulting from the Contractor's failure to verify utility locations and depths shall be made at the Contractor's expense.

C. Full compensation for "Verification of Utility Location and Depth" shall be considered as included in the various contract items of work involved and no additional compensation will be allowed.

XXIII. EXISTING FACILITIES

A. This work shall consist of removing, relocating, or protecting existing facilities which interfere with maintenance. Removed facilities shall be disposed of, salvaged, relocated as specified in this Scope of Work, as shown on the Plans, or as directed by the Inspector or County Representative.

B. Trenches, holes, depressions, and pits caused by the removal of all facilities shall be backfilled with embankment material as provided in Section 300, "Earthwork", of the Standard Specifications. Such trenches, holes, depressions, and pits that are in surfaced areas, otherwise, to remain undisturbed, shall be backfilled with materials equal to or better in quality and to the same thickness as the surrounding materials.

C. Material, shown on the plans or designated in this Scope of Work, which is to be salvaged or used in the maintenance work and which has been damaged or destroyed as a result of the Contractor's operations, shall be fixed, or replaced by the Contractor, at their expense.

XXIV. HAND PATCH ASPHALT CONCRETE PAVEMENT

A. The quantity and approximate size of 'Hand Patch Asphalt Concrete Pavement' areas will vary by location but will not exceed a total of 4,000 square feet per work order at any given site.

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B. Inspector or County Representative will designate and mark the hand patch limits when preparing work request.

C. Prior to placing the asphalt concrete, the area will be thoroughly cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter.

D. Prior to placement of asphalt concrete, a tack coat of SS-1h emulsified asphalt will be uniformly applied to all contact surfaces at a rate of 0.05 gallon per square yard.

E. All materials replaced will be left with a clean and finished appearance and will have smooth transitions to and from existing asphalt tie ins.

F. Asphalt concrete used to hand patch the existing pavement will be AR-4000 and will conform to the provisions of OCPW Standard Plan 1805 and this Scope of Work.

G. Specifically for Bike Trail Paving, the amount of asphalt binder used in the asphalt concrete shall be INCREASED by no less than 1% by mass of the aggregate over the amount of that used in roadway paving.

H. Asphalt concrete will not be placed when the atmospheric temperature is below 50 degrees Fahrenheit or during unsuitable weather.

I. Contractor will notify Inspector or County Representative via phone and/or e-mail at the end of the working day when striping and/or stenciling are damaged as a result of asphalt concrete maintenance.

J. Full compensation for conforming to the requirements of "Hand Patch Asphalt Concrete Pavement" including:

1. Cleaning and preparing the surface area to be patched;
2. Applying the tack coat to the surface;
3. Placement and compaction of asphalt concrete pavement;
4. Furnishing all labor, materials including asphalt concrete, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Square Foot" in accordance with this Scope of Work and no additional compensation will be allowed.

XXV. REMOVE AND REPLACE ASPHALT CONCRETE PAVEMENT

The quantity and approximate size of "Remove and Replace Asphalt Concrete Pavement" areas will vary by location but will not exceed a total of 4,000 square feet per work order at any given site.

A. Inspector or County Representative will designate and mark the remove and replace asphalt concrete pavement limits when preparing work request.

B. Spalled or loose blocks of pavement and pavement cracks wider than 3/8" may be deemed justification for extending or adding new areas to the "Remove and Replace Asphalt Concrete Pavement". Contractor must notify the Inspector or County Representative when the limits marked on the pavement appear incorrect. Inspector or County Representative will notify Contractor of the decision within four hours of notification.

C. Areas indicated for "Remove and Replace Asphalt Concrete Pavement" will be saw cut and excavated to the full depth of the existing asphalt concrete, to include aggregate base and/or native soil. Additional aggregate base and/or native soil will be removed to permit correction of a subsurface problem.

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D. Asphalt pavement will be removed to clean straight lines before replacement to ensure that all areas are accessible to equipment used to compact replacement materials. Subgrade will be compacted to a relative compaction of not less than ninety-five (95) percent.

E. All materials replaced will be left with a clean and finished appearance and will have smooth transitions to and from existing asphalt tie.

F. Prior to placement of asphalt concrete, a tack coat of SS-1h emulsified asphalt will be uniformly applied to all contact surfaces at a rate of 0.05 gallon per square yard.

G. Asphalt concrete used for replacement of existing pavement will be AR-4000 and will conform to the provisions of OCPW Standard Plan 1805 and this Scope of Work. Specifically for Bike Trail Paving, the amount of asphalt binder used in the asphalt concrete shall be INCREASED by no less than 1% by mass of the aggregate over the amount of that used in roadway paving. Replacement will be made full depth with asphalt concrete. Depth of 4" or more requires two lifts.

H. Asphalt concrete will not be placed when the atmospheric temperature is below 50 degrees Fahrenheit or during unsuitable.

I. Asphalt concrete will not be placed when the Rain is forecasted for the day of the maintenance or during any unsuitable weather.

J. Contractor shall place temporary traffic markings (tabs) when any traffic markings are removed Contractor shall supply the necessary equipment or material to eliminate/ minimize asphalt tracking from job site.

K. Contractor will notify Inspector or County Representative at the end of the working day when striping and/or stenciling are damaged as a result of asphalt concrete maintenance.

L. Full compensation for conforming to requirements of "Remove and Replace Asphalt Concrete Pavement" including:

1. Saw cutting;
2. Removal and disposal of pavement, base material, and/or native soil;
3. Compaction of sub-grade;
4. Placement of tack coat;
5. Placement and compaction of asphalt concrete pavement;
6. Furnishing all labor, materials including asphalt concrete, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Square Foot" in accordance with this Scope of Work and no additional compensation will be allowed. There are 27 pay items for this Section: price per "Square Foot" for 4" to 30", for areas less than 100 S.F. or area greater than 100 S.F.

XXVI. REPLACEMENT ONLY ASPHALT CONCRETE PAVEMENT

The quantity and approximate size of 'Replacement of Asphalt Concrete Pavement' areas will vary by location but will not exceed a total of 4,000 square feet per work order at any given site.

A. Inspector or County Representative will designate and mark the remove and replace asphalt concrete pavement limits when preparing work requests.

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B. Areas will have asphalt removed prior to placement of asphalt; Contractor will need to Replace Asphalt Concrete Pavement only. Contractor must notify the Inspector or County Representative when the limits marked on the pavement appear incorrect. Inspector or County Representative will notify the Contractor of the decision within four hours of notification. In some cases, coordination with County Inspectors or County Representatives will be needed to remove Steel plates from the trail, bikeway, or parking lot. Contractor may be required to remove steel plates and place them to a safe area within the project area.

C. Areas indicated for "Replacement of Asphalt Concrete Pavement" will require the full depth of the existing asphalt concrete, a minimum of 2" to a maximum of 10". In most cases, aggregate base and/or native soil will be replaced by County staff.

D. Subgrade will be compacted to a relative compaction of not less than ninety-five (95) percent.

E. All materials replaced will be left with a clean and finished appearance and will have smooth transitions to and from existing asphalt tie ins.

F. Prior to placement of asphalt concrete, a tack coat of SS-1h emulsified asphalt will be uniformly applied to all contact surfaces at a rate of 0.05 gallon per square yard.

G. Asphalt concrete used for replacement of existing pavement will be AR-4000 and will conform to the provisions of OCPW Standard Plan 1805 and this Scope of Work. The replacement will be made full depth with asphalt concrete. Depth of 4" or more requires two lifts. Specifically for Bike Trail Paving, the amount of asphalt binder used in the asphalt concrete shall be increased by no less than 1% by mass of the aggregate over the amount of that used in roadway paving.

H. Asphalt concrete will not be placed when the atmospheric temperature is below 50 degrees Fahrenheit or during unsuitable.

I. Asphalt concrete will not be placed when rain is forecasted for the day of maintenance or during any unsuitable weather conditions.

J. Contractor shall place temporary traffic markings (tabs) when any traffic markings are removed.

K. Contractor shall supply the necessary equipment or material to eliminate/ minimize asphalt tracking from job site.

L. Contractor will notify Inspector or County Representative at the end of the working day when striping and/or stenciling are damaged as a result of asphalt concrete maintenance. When asphalt replacement is not being done on the same day, the contractor shall place temporary traffic markings (tabs) when any traffic markings are removed.

M. Full compensation for conforming to requirements of "Replacement of Asphalt Concrete Pavement" including:

1. Removal and disposal of the base material, and/or native soil;

2. Compaction of sub-grade;

3. Placement of tack coat;

4. Placement and compaction of asphalt concrete pavement;

5. Furnishing all labor, materials including asphalt concrete, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Square Foot" in accordance with this Scope of Work and no additional compensation will be allowed. There are 13 pay items for this Section: price per "Square Foot" for 2" to 14", for areas less than 100 S.F. or area greater than 100 S.F

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XXVII. TYPE D1 ASPHALT CONCRETE CURB

A. County may request replacement of either 6" or 8" high asphaltic concrete curb conforming to the requirements of "Type D1 Curb" per OCPW Standard Plan 120-2.

B. Inspector or County Representative will designate and mark location and limits for the curb and specify size as either 6" or 8" curb face.

C. Prior to placing asphalt concrete on existing pavement, the area will be thoroughly cleaned by removing all dirt, moisture, and other foreign matter, including washing as necessary, and will install a uniformly applied tack coat of SS-1h emulsified asphalt to all contact surfaces of the existing pavement at a rate of 0.05 gallon per square yard.

D. Asphalt concrete for curbs will be AR-4000 or AR-8000 and will conform to the provisions of OCPW Standard Plan 1805 (see "Notes, Special Provisions and Miscellaneous Details").

E. Full compensation for conforming to requirements of "Type D1-Asphalt Concrete Curb" including:

1. Removing existing asphaltic concrete curb (if necessary).
2. Cleaning and preparing the surface location of the new curb.
3. Applying the tack coat to the surface.
4. Placement and compaction of asphalt concrete material using a machine specifically manufactured for asphalt concrete curb construction.
5. Furnishing all labor, material including asphalt concrete, tools, equipment, and incidentals necessary to perform the work will be considered in Contract unit price per "Linear Foot" in accordance with this Scope of Work and no additional compensation will be allowed. There are two pay items for this Section, price per Foot for 6" high curb and for 8" high curb.

XXVIII. FOG SEAL

The quantity and approximate size of "Fog Seal" areas will vary by location but will not exceed a total of 4,000 square feet per work order at any given site.

A. Inspector or County Representative will designate and mark exact limits of each area to be fog sealed.

B. Fog seal will be SS-1h type emulsified asphalt and uniformly applied at a rate of 0.05 gallons per square yard to all exposed surfaces of existing asphalt concrete (such as berms, v-ditches, sidewalks, trail, bikeway, or parking lot approaches, etc.). All loose materials and vegetation will be removed prior to spraying.

C. Fog seal will not be applied when atmospheric temperature is below 40 degrees Fahrenheit or when humidity is greater than 70 percent.

D. Full compensation for conforming to requirements of "Fog Seal" including:

1. Removing all loose materials and vegetation.
2. Cleaning and preparing the surface location.
3. Applying fog seal to the surface.
4. Furnishing all labor, materials including fog seal, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Square Foot" in accordance with this Scope of Work and no additional compensation will be allowed.

XXIX. CRACK SEALANT MATERIAL

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A. Unless otherwise specified, asphalt rubber sealant material will be hot applied, elastically modified asphalt, and will meet the following requirements:

Property	Test Specification	Requirement
Cone Penetration (@77 Degrees Fahrenheit)	ASTM D3407	15-45
Softening Point	ASTM D36	200 Degrees Fahrenheit
Resilience	ASTM D3407	30 percent
Ductility (77 Degrees Fahrenheit)	ASTM D113	30 Centimeters minimum

B. Asphalt rubber sealant material will be accompanied by a certificate of compliance from the manufacturer**.**

C. This item to be used only in conjunction with crack seal routed or crack seal

D. County reserves the right to furnish, at County expense, a different sealant material for particular applications.

XXX. CRACK SEAL – ROUTED

A. Quantity of "Crack -Routed" will vary from each project. Inspector or County Representative will supply estimated quantity only.

B. Sealant will not be placed when pavement temperature is below 40 degrees Fahrenheit or during unsuitable weather.

C. Cracks in size from 1/8" and greater in width will be widened using a router to form a sealant reservoir which is at least 1/2" wide and 3/4" to 1" deep. The routed crack will then be cleaned with compressed air to remove all dust and free moisture immediately prior to filling.

D. Contractor will protect all existing utility covers and pull boxes during routing operation and will fix or replace any damaged facilities to its original condition. Existing facilities will include but not be limited to the above items.

E. All debris resulting from crack routing will be removed from the roadway by hand or mechanical sweeping prior to the end of each workday.

F. Sealant will be placed to ensure the bottom of the crack is filled first with sealant continuing to the pavement surface in a manner that does not result in sealant bridging or entrapping air pockets. With deep cracks, settlement may occur, thus requiring the application of a second layer of sealant. The level of sealant will be allowed to be slightly below the pavement existing pavement level. All excess sealants will be removed from the crack with a minimum overlap onto adjacent pavement.

G. Contractor will furnish and spread sufficient sand necessary to eliminate tracking or damage to crack sealant. On all trails, bikeways, and parking lots where sand will be applied over fresh crack sealant, Contractor will post "Loose Gravel" (C6) maintenance signs. Signs will be posted from commencement of crack sealing until all sand has been cleaned from the project area. Contractor will remove all sand by sweeping within 24 hours after opening trail, bikeway, or parking lot to traffic.

H. Full compensation for conforming to requirements of "Crack Seal –Routed" including:

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1. Crack routing.
2. Crack cleaning.
3. Application of sealant.
4. Furnishing all labor, materials, exclusive of sealant, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Linear Foot" in accordance with this Scope of Work and no additional compensation will be allowed.

XXXI. CRACK SEAL – NON-ROUTED

A. The quantity and approximate size of 'Crack Seal: non-routed' areas will vary by location but will not exceed a total of 4,000 square feet per work order at any given site. Inspector or County Representative will supply estimated quantity only.

B. County may, at its option specify an alternative method of crack cleaning and filling.

C. Sealant will not be placed when the pavement temperature is below 40 degrees Fahrenheit or during unsuitable weather.

D. Under this method cracks will be cleaned and dried by use of a high-pressure hot air wand with a minimum pressure of 120 PSI heated to 350°F with all loose material blown from the crack and the adjacent pavement dried and heated to improve adhesion of the sealant. All loose material will be swept from pavement surface and disposed of by Contractor.

E. Sealant will be placed while crack surface is still hot to increase adhesion of the sealant to existing pavement. Sealant will be placed to ensure the bottom of the crack is filled first with sealant continuing to pavement surface in a manner which does not result in sealant bridging or entrapping air pockets. With deep cracks, settlement may occur, thus requiring the application of a second layer of sealant. Level of the sealant will be allowed to be slightly below the level of existing pavement.

F. All excess sealants will be removed from the crack with a minimum overlap onto adjacent pavement.

G. Contractor will furnish and spread sufficient sand necessary to eliminate tracking or damage to crack sealant. On all trails, bikeway, and parking lots where sand will be applied over fresh crack sealant, Contractor will post "Loose Gravel" (CG) construction signs. Signs will be posted from commencement of crack sealing until all sand has been cleaned from roadway. Contractor will remove all sand by sweeping within 24 hours after opening the street to traffic.

H. Full compensation for conforming to requirements of "Crack Seal: Non-Routed" including:

1. Crack cleaning and heating;
2. Application of sealant;
3. Removal of debris;
4. Furnishing all labor, materials (exclusive of sealant) tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Linear Foot" in accordance with this Scope of Work and no additional compensation will be allowed.

XXXII. APPLICATION OF "PERCOL" SEALANT

A. County may specify the application of "Percol" brand sealant for particular applications. This may include filling unusually wide cracks or as a surface treatment on the pavement to fix damaged pavement Application will be by personnel trained and qualified in the application of Percol.

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B. Full compensation for conforming to the requirements of "Application Of "Percol" Sealant" including:

1. Cleaning of the surface to be sealed, cracks and/or pavement surface.
2. Application of "Percol" sealant.
3. Furnishing all labor, materials, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Gallon" in accordance with this Scope of Work and no additional compensation will be allowed.

XXXIII. UNTREATED BASE MATERIAL

A. Untreated base will be used where directed by Inspector or County Representative to correct a subsurface problem or where required minor paving work justifies its use.

B. Untreated base to be used for the base course under asphalt concrete pavement will conform to Section 200-2 and OCPW Standard Plan 1804.

C. Payment for "Untreated Base Material" will be made at Contract unit price per TON which will include full compensation for furnishing all material required in accordance with the plans and these special provisions and no additional compensation will be allowed. This item includes removal of native/existing material below the depth of excavation for new asphalt included.

D. Quantity set forth in bid item for "Untreated Base Material" is an anticipated amount only to establish a unit price. No adjustment in compensation will be made in Contract unit price for "Untreated Base Material" regardless of the amount or reason for the increase or decrease in quantity of these items required. Provisions in Section 3-2, "Change Initiated by the Agency," of the Standard Specifications will not apply to the item of "Untreated Base Material".

XXXIV. COLD MILLING OF ASPHALT CONCRETE PAVEMENT

The quantity and approximate size of 'Cold Milling of Asphalt Concrete Pavement' areas will vary by location but will not exceed a total of 4,000 square feet per work order at any given site.

A. Inspector or County Representative will designate and mark exact limits of each area to be cold milled.

B. Areas indicated for Cold Milling may be anywhere from 0" to 1" in depth.

C. "Cold Milling of Asphalt Concrete Pavement" will be in accordance with Section 302-5-2 of the Standard Specifications.

D. While all material removed by Cold Milling operations will be considered property of Contractor and disposed of by Contractor at his expense, County, at its option, may identify and offer disposal sites to Contractor when County has a potential for reuse of cold milled material. Contractor's use, at his option, of County disposal sites will not result in a change of unit price of "Cold Milling of Asphalt Concrete Pavement".

E. Full compensation for conforming to requirements of "Cold Milling of Asphalt Concrete Pavement" including:

1. Cold milling of asphalt;
2. Removal of debris from work area;
3. Furnishing all labor, materials including fog seal, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Square Foot" in accordance with this Scope of Work and no additional compensation will be allowed.

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XXXV. PAVEMENT REINFORCEMENT FABRIC

A. Work will consist of placing reinforcing fabric over existing pavement and/or between layers of pavement on leveling course and overlay if specified on work order for a particular location.

B. "Pavement Reinforcing Fabric" will conform to special provisions in OCPW Standard Plan 1808, to the Special Provisions and the following:

1. Asphalt cutbacks will not be used in the asphalt binder
2. Binder application should be accomplished with an asphalt distributor for all surfaces and will be applied at a temperature of not less than 295 degrees Fahrenheit, nor more than 325 degrees Fahrenheit, the exact temperature to be determined by the Inspector or County Representative.
3. Fabric can withstand direct application of asphalt concrete up to 300 degrees Fahrenheit without shrinkage or damage. Asphalt concrete will be placed at as high a temperature as practicable but will not exceed 300 degrees Fahrenheit Note: Where the narrow strip of pavement reinforcing fabric is required over the joint between a concrete median curb and the asphalt pavement, a tack coat of 0.45 gallon per square yard of SS-1h may be used.

C. Prior to placing pavement reinforcing fabric, all raised pavement markers will be removed.

D. Pavement reinforcing fabric will be placed in standard 6½' wide and 12½' wide increments to most closely approximate actual pavement width, unless specifically designated on the plans or directed by the Inspector or County Representative.

E. Public traffic will not be allowed on the bare reinforcing fabric, except that public cross traffic will be allowed to cross the fabric, under traffic control, after Contractor has broadcast a small quantity of asphalt concrete over the fabric.

F. Pavement reinforcement fabric will be measured for payment by the square yard of existing pavement covered and no payment will be made for laps.

G. Full compensation for conforming to requirements of "Pavement Reinforcement Fabric" including:

1. Cleaning and preparing the surface location.
2. Applying tack coat to surface.
3. Placing fabric.
4. Furnishing all labor, materials including fog seal, tools, equipment, and incidentals necessary to perform work will be considered as included in Contract unit price per "Square Yard" in accordance with this Scope of Work and no additional compensation will be allowed.

XXXVI. PAVE ASPHALT CONCRETE SLOT WITHIN THREE (3) WORKING DAYS

A. It is the responsibility of Contractor to fill in the asphalt slot area behind new concrete installation. Contractor will be notified by email with location, square footage and depth and has three (3) days after notification to have the area backfilled with asphalt concrete (not including weekends or holidays). Quantities and approximate sizes of areas will vary for each location. Areas will be ready for new asphalt installation with no other work required, except in front of a drive approach where base material may be required to be removed. Contractor will notify Inspector or County Representative upon completion so that barricades may be picked up.

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B. All materials removed will be properly disposed of by Contractor and not left on County property. Completed project will be left with a clean and finished appearance.

C. Prior to placement of asphalt concrete, a tack coast of SS-1h emulsified asphalt will be uniformly applied to all contact surfaces at a rate of 0.05 gallon per square yard.

D. Asphalt concrete used for PAVE AC SLOT will be AR-4000 and will, conform to provisions of OCPW Standard Plan 1805 and this Scope of Work.

E. Asphalt concrete will not be placed when the atmospheric temperature is below 50 degrees Fahrenheit or during unsuitable weather.

F. Full compensation for conforming to requirements of "Pave Asphalt Slot Within 3 Working Days" including:

1. Removal and disposal of base material (as needed);
2. Compaction of sub-grade;
3. Placement of tack coat;
4. Placement and compaction of asphalt concrete pavement;
5. Furnishing all labor and materials including asphalt concrete, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Square Foot" in accordance with this Scope of Work and no additional compensation will be allowed. There are two pay items for this Section, price per Square Foot for 4" and 6" depths.

XXXVII. SPEED BUMP INSTALLATION

A. There are occasions when speed bumps are requested by parks. Speed bumps will not be installed on any trail or path; installations of speed bumps are for parking lots only. Inspector or County Representative will designate and mark each location where a speed bump is requested. Speed Bump exhibits that depict a sample style requested will be provided and actual placement will vary and be approved by Inspector or County Representative.

B. Prior to placing asphalt concrete on existing pavement, the area will be thoroughly cleaned by removing all dirt, moisture, and other foreign matter, including washing as necessary, and will install a uniformly applied tack coat of SS-h emulsified asphalt to all contact surfaces of existing pavement at a rate of 0.05 gallon per square yard.

C. This work shall conform to Section 302-5, "Asphalt Concrete Pavement," of the Standard Specifications, OCPW Standard Plan 1805 and this Scope of Work.

D. Asphalt concrete shall be C2-AR-4000.

E. Full compensation for conforming to requirements of "Speed Bump Installation" including:

1. Removal and disposal of existing speed bump;
2. Cleaning and preparing existing pavement for a new speed bump;
3. Providing all traffic control;
4. Forming and placing and compacting new asphalt concrete speed bump;
5. Furnishing all labor, materials, tools, equipment, and incidentals necessary to perform work will be considered as included in Contract unit price per "Square Foot" in accordance with this Scope of Work and no additional compensation will be allowed.

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XXXVIII. RUBBERIZED EMULSION-AGGREGATE SLURRY (REAS)

A. General:

1. Slurry seal with rubberized emulsion shall conform to the requirements of the Standard Specifications and Section 600-3, "Rubberized Emulsion – Aggregate Slurry," of the Standard Specifications for Public Works Construction, and this Scope of Work.
2. Slurry seal with rubberized emulsion shall be "Flex Seal" slurry seal, manufactured by Petrochem Marketing, Inc., 3033 Washington Boulevard, Los Angeles, California, (323) 526-4078. An equal product such as Tire Rubber Modified Slurry Seal (TRMSS) can be substituted, subject to approval by the Inspector or County Representative.

B. Material:

1. The Rubberized Polymer Modified Emulsion (RPME) shall be slow-set emulsion and shall contain asphalt, crumb rubber, and polymer modifiers.

2. At the time of delivery of each shipment of RPME or REAS, the Contractor shall deliver to the County certified copies of the test report. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, latex brand, designation, and rate mixed with the emulsified asphalt, and results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate. At the request of the County Inspector or County Representative, samples of the emulsion at the stockpile site or the plant will be tested to determine compliance with the above requirements. Testing shall be accomplished by an accredited material testing laboratory approved by a County Inspector or County Representative. Records of the test results shall be provided to the Inspector or County Representative and the testing required in connection with those results and all additional testing shall be provided by the Contractor at no cost to the County.

3. No material from that shipment of RPME or REAS shall be utilized or employed in performance of the work until the certified test reports and samples of the material have been furnished to, checked by, and approved by the Inspector or County Representative to determine their conformity with the prescribed requirements. Delays by the Contractor in furnishing the required test reports will not be grounds for any extension of contract time.

4. Composition of REAS

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Aggregate Type	RPME % of Dry Aggregate Weight	Residual RPME % of Dry Aggregate Weight	Pounds of Dry Aggregate per Gallon of RPME
Fine Slurry Aggregate	60 - 80	30 - 40	10.6 – 14.2
Type I Slurry Aggregate	50 - 75	25 - 38	11.3 – 17.0
Type II Slurry Aggregate	28 - 35	24 - 36	21.3 – 28.3

5. For continuous flow mixing, the Contractor, at the request of the County Inspector or County Representative, shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site no earlier than 7:00 A.M. or later than 4:00 P.M. on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the Inspector or County Representative before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Inspector or County Representative. Any deviation from this process must have the prior approval of the Inspector or County Representative.

6. Type I aggregate shall be used unless Inspector or County Representative approves otherwise.

7. Gradation of Aggregates

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	% By	Weight Passing Sieve	Size
Sieve Size	Fine Slurry Aggregate	Type I Slurry Aggregate	Type II Slurry Aggregate
9.5mm (3/8 in.)	100	100	100
4.75mm (No. 4)	100	100	90 – 100

	% By	Weight Passing Sieve	Size
Sieve Size	Fine Slurry Aggregate	Type I Slurry Aggregate	Type II Slurry Aggregate
2.36mm (No. 8)	95 – 100	90 - 100	65 – 90
1.18mm (No. 16)	75 – 92	65 – 90	45 – 70
600 µm (No.30)	50 -75	40- 60	30 -50
300 µm (No. 50)	35 -50	25 – 42	18 – 36
150 µm (No 100)	15 -30	15 -30	10 – 24
75 µm (No. 200)	10 – 20	10 – 20	5 – 15

C. Mix Design:

1. At least 15 working days prior to starting the placement of slurry seal, the Contractor, at its expense, shall submit a current signed original of mix designs and the test results of the slurry components, which include aggregate, emulsion, water, and additives. Test results shall include Consistency Test, Set Time, Cure Time, and the Wet Track Abrasion Test (WTAT). All testing shall be at the request of County Inspectors or County Representative and performed with samples that are representative of the actual materials to be used.
2. All material testing and mix designs shall be performed by a qualified laboratory, approved by the County Inspector or County Representative and capable of performing the applicable ASTM and California tests.
3. The laboratory report shall clearly show the proportions of aggregate, fill (Minimum and maximum), water (minimum and maximum), residual percent asphalt based on dry weight of the aggregate; emulsion percent based on dry weight of the aggregate, designation, rate, and method of mixing with the emulsion, additives required for an optimum slurry seal mix, and weight per gallon of REAS.
4. The Inspector or County Representative will determine if the mix design is best suited to its needs, based upon the test results, including the content of emulsion and water needed to produce slurry with a maximum loss of 75 grams per square foot by WTAT. The standard

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WTAT template may be modified to a thickness of 3.18mm (0.125 in.), when using fine aggregate.

5. Once the proportions of materials to be used are approved by the Inspector or County Representative, no substitution of other material will be permitted unless the materials proposed for substitution are first tested by the same approved laboratory that performed the mix design testing, and a laboratory report is submitted for the substituted design as specified above. Substituted materials shall not be used until the mix design for that material is approved by the Inspector or County Representative.

6. Adjustments may be required during construction, based on field conditions. The Contractor shall obtain the Inspector's or County Representative approval prior to any adjustments.

D. Mixing and Equipment:

1. For central mixing plant, combining of the RPME and aggregate in the mixing tank shall be calibrated in gallons and equipped with load cells and a full sweep agitator capable of producing a homogeneous slurry mix. All storage tanks and delivery vehicles shall be equipped with an agitator. The REAS shall be delivered to the slurry site and spread directly behind the truck with a mechanical-type squeegee distributor, or the slurry may be pumped into smaller trucks equipped with mechanical type squeegee distributors. All spreading equipment shall contain fog/water systems per 302-4.3.2. The mixing tank shall not be used to supply more than one job at a time.

2. The weight per gallon of REAS delivered to the spreader box shall be within 0.92 lbs./gal of the mix design.

3. A central mixing plant shall not be used for quick set REAS.

4. For continuous flow mixing, the mixing equipment shall be a multi-blade or spiral continuous-flow unit in good working condition. All units used on the project shall have a visual readout display and have the means to accurately meter the individual quantities of aggregate, water, emulsion, and additives being fed into the mixer. All feeding mechanisms must be continuous feed and proportioning must remain constant at all times.

5. Calibration for the introduction of emulsion into the mixer shall include pumping the emulsion to establish a volumetric consistency within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons. Emulsion pumps shall be equipped with an electronic automatic shut-down device which activates and shuts down the belt feeder when the emulsion level is lowered.

6. Variable volume pumps shall be equipped with a lock and shall be locked following calibration.

7. Calibration for the introduction of aggregate into the mixer shall include the delivery of aggregate with the volumetric consistency that shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons.

8. The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of the aggregate being delivered to the pugmill. Said device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than 70 percent of the target depth flow.

9. In the event that the metering devices stop working, the slurry units will stop the application of slurry until they are fixed.

10. The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to ensure a uniform

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controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

11. The mixture of slurry seal shall not bleed, ravel, separate, or show other signs of distress following its placement.

12. ADD the Section 600-3.3.1, "Field Mixing and Spreading Equipment Calibration," the following: The Contractor shall allow 14 days prior to the start of work for calibration and for all required testing at a location to be designated by County Inspector or County Representative. The Contractor, at its expense, shall arrange for field samples to be obtained at the time of calibration by the same approved laboratory that performed the mix design testing.

E. Application:

1. The Contractor shall provide a coordinator, at least one competent and experienced slow-set man, and one competent experienced driver for the truck applying the slurry. The Contractor shall also provide sufficient laborers for any hand work and clean-up required ensuring proper progress of work.

2. The trails, paths, driveways, or parking lots to be slurried shall be closed from the time the application begins until the County Inspector or County Representative determines the mixture has achieved sufficient set to be opened to traffic. If possible, slurry seal shall be applied to tree shaded areas in the early morning to allow proper curing.

3. At the discretion of the County Inspector or County Representative, the placement of slurry seal may be suspended due to unsuitable weather, air or pavement temperature, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the written order for suspension by the County Inspector or County Representative, and work shall not be resumed until approved by the County Inspector or County Representative in writing.

4. The days during which the suspension of work is in effect shall not be considered as working days as defined in Section 6-7.3, "Contract Time Accounting," and the date of completion shall be extended accordingly. In the event of a suspension of work, the Contractor shall provide for satisfactory passage of traffic through any incomplete portions of the project. No adjustment of unit prices of any items or other increase compensation shall be allowed due to a suspension of work as described above.

5. Prior to applying slurry, all vegetation previously sprayed with an herbicide shall be removed from cracks in the pavement and joints between the pavement and concrete gutters by the Contractor. Prior to applying slurry, all raised pavement markers shall be removed by the Contractor. The surface to be sealed shall be cleaned by the Contractor by washing, heating, scraping, or other means necessary to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the slurry and the pavement. Immediately ahead of the slurry truck, the pavement shall be pre-wetted by a pressure water distribution system equipped with a fog-type spray bar which will completely dampen the surface of the pavement. The rate of application will be determined by the inspector or County Representative based on pavement conditions at the time of application.

6. Slurry shall be applied utilizing such equipment and methods such that no longitudinal or transverse ridges are noticeable either visually or in vehicle ride quality. All loose aggregate shall be removed by sweeping within 24 hours after application.

7. The Contractor shall fix, replace, or reseal all pavement areas that have not been properly or completely sealed, which have been damaged by traffic due to premature opening or softening

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from warm weather, or which develop bleeding, raveling, separation other distress. All remedial maintenance shall be completed within 14 days after notification by the Inspector or County Representative and shall be completed at no cost to the County.

8. During slurry seal operations it shall be the Contractor's responsibility to thoroughly and adequately protect all manhole covers, water valve covers, and utility vault covers, all survey "monumentation", and all drainage facilities. The contractor shall employ all means necessary to protect and clean these existing facilities to their original condition or shall bear the cost to replace them where necessary.

9. Any manhole cover, water valve cover, utility vault cover or drainage facility cover found to be inadequately protected and cleaned shall be cleaned by means such as sandblasting to remove all slurry material (including material remaining from previous applications) from the metal surface or it shall be replaced by the contractor at its expense.

10. The start and finish of a slurry application shall be a straight line which, unless otherwise approved by the Inspector or County Representative, shall be obtained by laying a strip of building paper or other material, approved by the Inspector or County Representative, on the pavement surface. After application of slurry, the paper shall be removed, leaving a straight edge.

11. Spillage resulting from hauling operations along or across any publicly travel way shall be removed immediately by the Contractor at its expense.

12. RPME Application Rates

Aggregate Type	Application Rate Square Feet /Gallon of RPME
Fine Slurry Aggregate	35 – 40
Type I Slurry Aggregate	28 – 35
Type II Slurry Aggregate	24 – 30

F. Measurement and Payment:

1. Payment for Slurry Seal-Type I will be made at the contract unit price per "Gallon" which shall include full compensation for furnishing the complete Rubberized Emulsion Aggregate Slurry (REAS) Type I material (including aggregate), all labor, materials, tools, equipment, and incidentals required for all necessary property owner notification, posting of "No Parking" signs, traffic control, vegetation removal and street cleaning, mix design material testing and providing of mix design, mixing, and placing REAS, sanding and sweeping for traffic access, removing excess slurry, fixing damaged or improperly cured slurry, securing and cleaning stockpile areas, and clean-up in accordance with this Scope of Work and no additional compensation will be allowed.

XXXIX. REMOVE AND REPLACE PORTLAND CEMENT CONCRETE

The quantity and approximate size of 'Remove and Replacement Portland Cement Concrete' areas will vary by location but will not exceed a total of 4,000 square feet per work order at any given site.

A. Inspector or County Representative will designate and mark the remove and replace Portland Cement Concrete pavement limits when preparing work request.

B. Spalled or loose blocks of pavement and pavement cracks wider than 3/8" may be deemed justification for extending or adding new areas to the "Remove and Replace Portland Cement

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Concrete Pavement". Contractor must notify the Inspector or County Representative when the limits marked on the pavement appear incorrect. Inspector or County Representative will notify Contractor of the decision within four hours of notification.

C. Areas indicated for "Remove and Replace Portland Cement Concrete Pavement" will be saw cut and excavated to the full depth of the existing concrete, to include aggregate base and/or native soil. Additional aggregate base and/or native soil will be removed to permit correction of a subsurface problem.

D. Concrete pavement will be removed to clean straight lines before replacement to ensure that all areas are accessible to equipment used to compact replacement materials. Subgrade will be compacted to a relative compaction of not less than ninety-five (95) percent.

E. All materials removed will be disposed of outside of the right-of-way, which will be left with a clean and finished appearance.

F. Prior to placement of Portland Cement Concrete, rebar dowels shall be placed in existing adjoining concrete per OCPW Standard Plan section 1803.

G. Concrete used for replacement of existing pavement will be fiber reinforced with a minimum of 3500psi and will conform to the provisions of OCPW Standard Plan section 1803 and this Scope of Work. Replacement will be made full depth with concrete.

H. Concrete will not be placed when the atmospheric temperature is below 50 degrees Fahrenheit or during unsuitable conditions.

I. Concrete will not be placed when rain is forecasted for the day of maintenance or during any unsuitable weather.

J. Contractor shall place temporary traffic markings (tabs) when any traffic markings are removed

K. Contractor shall supply the necessary equipment or material to eliminate/minimize material tracking from job site.

L. Contractor will notify Inspector or County Representative, at the end of the working day when striping and/or stenciling are damaged as a result of concrete maintenance.

M. Full compensation for conforming to requirements of "Remove and Replace Portland Cement Concrete Pavement" including:

1. Saw cutting;
2. Removal and disposal of pavement, base material, and/or native soil;
3. Compaction of sub-grade;
4. Placement of rebar dowels:
5. Placement of concrete pavement;
6. Furnishing all labor, materials including concrete, tools, equipment, and incidentals necessary to perform the work will be considered as included in the Contract unit price per "Square Foot" in accordance with this Scope of Work and no additional compensation will be allowed. There are 27 pay items for this Section: price per "Square Foot" for 4" to 30", for areas less than 100 S.F. or area greater than 100 S.F.

XL. ADJUSTMENT OF MANHOLE FRAME AND COVER

A. There are occasions when utility manhole covers require adjustment in areas of current asphalt concrete operations or due to settlement.

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B. Inspector or County Representative will designate and mark each manhole to be adjusted when preparing work request.

C. Sewer and storm drain manhole frames within the area to be paved or graded will be set to finish grade by Contractor. Manholes in asphalt concrete pavement will be set to finish grade in accordance with provisions of Subsection 302-5.8. In the case of Portland cement concrete pavement, manhole covers will be set to finish grade before paving.

Repaving required as a result of reconstructing or adjusting all manhole and vault frames and covers to grade will be the responsibility of the Contractor and the cost thereof will be included in the bid item for pavement.

D. Contractor will remove all debris from the interior of manholes and will clean all foreign material from the top of the frames and covers.

E. Payment for preparing a sub-grade will be considered as included in the item of work for which the sub-grade is prepared.

F. Adjusting manhole frames and covers to grade, where the difference between the lowest point of manhole removal and final elevation of the top of the frame is less than 375 mm (15 inches) or where the adjustment is accomplished by adjustment rings only, will be included in the unit price for adjusting each manhole frame.

G. Full compensation for conforming to requirements of "Adjustment of Manhole Frame and Cover" including:

1. Removal existing manhole cover and frame up to 15";
2. Removal of debris from work area;
3. Compaction of sub-grade;
4. Adjustment of manhole cover;
5. Furnishing all labor and materials including asphalt concrete, tools, equipment, and incidentals necessary to perform the work will be considered as included in Contract unit price per "Each" in accordance with this Scope of Work and no additional compensation will be allowed.

XLI. CREW RENTAL (CREW AND EQUIPMENT)

A. County may request the Contractor to perform asphalt maintenance operations outside the scope of previous work items. The contractor will be given a specific location and job description by Inspector or County Representative and meet prior to any work being performed. The contractor shall furnish a crew with the equipment necessary to perform the requested work.

B. Full compensation for conforming to requirements of "Crew Rental (Crew and Equipment)" including:

1. Supplying a crew with all the necessary equipment;
2. Cleanup, removal, and disposal of debris;
3. Furnishing all labor, materials, tools, equipment, and incidentals necessary to perform work will be considered as included in Contract unit price per "Hour" in accordance with this Scope of Work and no additional compensation will be allowed.

XLII. ADDITIONAL WORK/MISCELLANEOUS MATERIALS

A. There may be occasions when County may request Contractor to supply materials to complete a project such as traffic loops, special subgrade material, utility covers, or manholes covers and rings.

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B. If this option is used, Contractor will be required to provide with invoice to County, a copy of supplier's invoice for any part costing $100.00 or more. Materials and supplies will be itemized separately on invoice.

C. Cost of materials reported will be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax.

D. County reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the work. No markup will be applied to any materials provided by County.

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ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a usage Contract between County and Contractor for Asphalt and Concrete 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:

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

Item No.	Estimated Quantity	Unit of Measure	Item Description	Item Price
1	2500	SF	Hand Patch AC	$ 15.00
2	1500	SF	Remove & Replace AC 4" < 100 SF	$ 20.00
3	2500	SF	Remove & Replace AC 4" > 100 SF	$ 18.00
4	5000	SF	Remove & Replace AC 6" < 100 SF	$ 22.00
5	2500	SF	Remove & Replace AC 6" > 100 SF	$ 20.00
6	4000	SF	Remove & Replace AC 8" < 100 SF	$ 24.00
7	6000	SF	Remove & Replace AC 8" > 100 SF	$ 22.00
8	500	SF	Remove & Replace AC 10" < 100 SF	$ 26.00
9	1000	SF	Remove & Replace AC 10" > 100 SF	$ 24.00
10	500	SF	Remove & Replace AC 12" < 100 SF	$ 28.00
11	1000	SF	Remove & Replace AC 12" > 100 SF	$ 26.00
12	500	SF	Remove & Replace AC 14" < 100 SF	$ 34.00
13	1000	SF	Remove & Replace AC 14" > 100 SF	$ 32.00
14	500	SF	Remove & Replace AC 16" < 100 SF	$ 36.00

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15	1000	SF	Remove & Replace AC 16” > 100 SF	$	34.00
16	500	SF	Remove & Replace AC 18” < 100 SF	$	40.00
17	500	SF	Remove & Replace AC 18” > 100 SF	$	38.00
18	500	SF	Remove & Replace AC 20” < 100 SF	$	45.00
19	500	SF	Remove & Replace AC 20” > 100 SF	$	44.00
20	500	SF	Remove & Replace AC 22” < 100 SF	$	50.00
21	500	SF	Remove & Replace AC 22” > 100 SF	$	48.00
22	500	SF	Remove & Replace AC 24” < 100 SF	$	55.00
23	1000	SF	Remove & Replace AC 24” > 100 SF	$	53.00
24	500	SF	Remove & Replace AC 26” < 100 SF	$	58.00
25	750	SF	Remove & Replace AC 26” > 100 SF	$	56.00
26	2500	SF	Remove & Replace AC 28” < 100 SF	$	60.00
27	500	SF	Remove & Replace AC 28” > 100 SF	$	58.00
28	500	SF	Remove & Replace AC 30” < 100 SF	$	60.00
29	500	SF	Remove & Replace AC 30” > 100 SF	$	60.00
30	2500	SF	Replace AC 3” 100 SF	$	12.00
31	5000	SF	Replace AC 4” < 100 SF	$	11.00
32	15000	SF	Replace AC 4” > 100 SF	$	10.00
33	500	SF	Replace AC 6” < 100 SF	$	17.00
34	500	SF	Replace AC 6” > 100 SF	$	13.00
35	500	SF	Replace AC 8” < 100 SF	$	21.00
36	500	SF	Replace AC 8” > 100 SF	$	20.00
37	500	SF	Replace AC 10” < 100 SF	$	24.00
38	500	SF	Replace AC 10” > 100 SF	$	23.00
39	500	SF	Replace AC 12” < 100 SF	$	26.00
40	500	SF	Replace AC 12” > 100 SF	$	25.00
41	500	SF	Replace AC 14” < 100 SF	$	30.00
42	500	SF	Replace AC 14” > 100 SF	$	28.00

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43	500	LF	Type D1 Asphalt Concrete Curb 6”	$ 30.00
44	500	LF	Type D1 Asphalt Concrete Curb 8”	$ 35.00
45	2000	SF	Pave Road Ditches 3”	$ 13.00
46	2500	SF	Remove & Replace Existing 3” Road Ditches	$ 18.00
47	2000	SF	Pave Road Shoulders 4”	$ 12.00
48	2500	SF	Remove & Replace Existing 4” Road Shoulders	$ 16.00
49	10000	SF	Fog Seal	$ 0.50
50	1500	SF	Crack Seal-Routed	$ 4.00
51	12000	SF	Crack Seal-Non-Routed	$ 2.00
52	50	GAL	Application of “Percol” Sealant	$ 50.00
53	100	TON	Untreated Base Material	$ 50.00
54	2500	SF	Cold Milling of AC Pavement 3” < 100 SF	$ 9.00
55	10000	SF	Cold Milling of AC Pavement 3” > 100 SF	$ 4.00
56	1500	SF	Pavement Reinforcement Fabric	$ 3.00
57	250	SF	AC Ramp on Concrete Sidewalk	$ 50.00
58	1000	SF	Pave AC Slot Within 3 Days-4”	$ 18.00
59	1000	SF	Pave AC Slot Within 3 Days-6”	$ 20.00
60	500	SF	Speed Bump Installation	$ 20.00
61	1500	SF	Slurry Seal-Type I	$ 3.00
62	1500	SF	Remove and Replace PC 4" < 100 SF	$ 20.00
63	2500	SF	Remove and Replace PC 4" > 100 SF	$ 18.00
64	5000	SF	Remove and Replace PC 6" < 100 SF	$ 22.00
65	2500	SF	Remove and Replace PC 6" > 100 SF	$ 20.00
66	4000	SF	Remove and Replace PC 8" < 100 SF	$ 29.00
67	6000	SF	Remove and Replace PC 8" > 100 SF	$ 26.00

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A. **Additional Work / Miscellaneous Materials:** Any additional services or Miscellaneous Materials not listed in the Contract must be approved by County's Project Manager or designee in accordance with Attachment "A", Section XLII.

B. **Aggregate Contract Amount not to exceed:** ***$1,950,000.00***

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

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

3. Price Increase/Decreases:

No price increases will be considered during the first year 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 photo copying, 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.

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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. MA-012-26010419

f. Date of order/Service Date

g. Product/Service description, quantity, and prices

h. Sales tax, if applicable

i. Freight/Delivery Charges, if applicable

j. Total

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

Copy: OC Community Resources
Attn: Accounts Payable
601 North Ross St. 6th Floor
Santa Ana, CA92701

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.