



# Revision to ASR and/or Exhibits/Attachments

**Date:** July 13, 2011

**To:** Darlene J. Bloom, Clerk of the Board of Supervisors

**From:** Alan L. Murphy, John Wayne Airport

**ASR Control #(s):** 11-000931      **Agenda Item(s) #** 16 for the July 19, 2011 Board Meeting

**Subject:** Approve Amendment Renewal with TrueGreen Landcare

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## Explanation:

At the Board's direction, the sixth year was renegotiated with TrueGreen Landcare. John Wayne Airport now presents the Board with Option 1 to renew year 5 or Option 2 to renew year 5 and 6.

Revised Recommended Action(s)

2. Option 1: Authorize the Purchasing Agent or his authorized Deputy to renew Contract MA-280-11010345 with TruGreen Landcare for Exterior Landscape Maintenance Services, effective September 11, 2011 through September 10, 2012, in an amount not to exceed \$390,107 per Board policy.

3. Option 2: Authorize the Purchasing Agent or his authorized Deputy to renew Contract MA-280-11010345 with TruGreen Landcare for Exterior Landscape Maintenance Services, effective September 11, 2011 through September 10, 2013, in an amount not to exceed \$390,107 for the fifth year and \$390,107 for the sixth year, per Board policy.

Make modifications to the:

Subject

Background Information

Summary

## SUMMARY

John Wayne Airport (JWA) requests authorization to execute one of two optional versions of Amendment Renewal Number Two to Contract N1000008909 as MA-280-11010345:

Option 1 – Renew the Contract for one (1) additional year with TruGreen Landcare for Exterior Landscape Maintenance Services, effective September 11, 2011 through September 10, 2012, in an amount not to exceed \$390,107 for the fifth year, per Board policy.

Option 2 – Renew the Contract for two (2) additional years with TruGreen Landcare for Exterior Landscape Maintenance Services, effective September 11, 2011, through September 10, 2013, in an amount not to exceed \$390,107 for the fifth year and \$390,107 for the sixth year, per Board policy.

## BACKGROUND INFORMATION

TruGreen Landcare has agreed to reduce the annual contract amount by ten percent (10%). Board approval of option 1 will result in a cost savings of \$43,345 in contract year five. Board approval of option 2 will result in a cost savings of \$43,345 in contract year five and \$43,345 in contract year six.

Revised Exhibits/Attachments (attached)

Exhibit A: Redlined version of the TruGreen Landcare Exterior Landscape Maintenance Services Contract Option 1

Exhibit B: Redlined version of the TruGreen Landcare Exterior Landscape Maintenance Services Contract Option 2

Attachment A: Amendment Renewal Number Two with TruGreen Landcare Option 1

Attachment B: Amendment Renewal Number Two with TruGreen Landcare Option 2

Additional Information and/or Correspondence (attached)

Current Year Cost: \$314,253

Annual Cost:

Option 1: FY 12-13: \$75,855

Option 2: FY 12-13: \$390,107      FY 13-14: \$75,855

**CC: County Executive Office**

**AMENDMENT RENEWAL NUMBER TWO  
TO CONTRACT N1000008909**

**FOR**

**EXTERIOR LANDSCAPE MAINTENANCE SERVICES**

This Amendment Renewal Number Two, hereinafter "AMENDMENT", to Contract N1000008909 is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TruGreen Landcare, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

**WHEREAS**, COUNTY and CONTRACTOR entered into Contract N1000008909, effective September 11, 2007 through and including September 10, 2010, for Exterior Landscape Maintenance Services at JWA in the amount of \$1,324,715.48, hereinafter referred to as "CONTRACT"; and

**WHEREAS**, COUNTY and CONTRACTOR executed Amendment Renewal Number One to renew CONTRACT as MA-280-11010345, effective September 11, 2010 through and including September 10, 2011; and

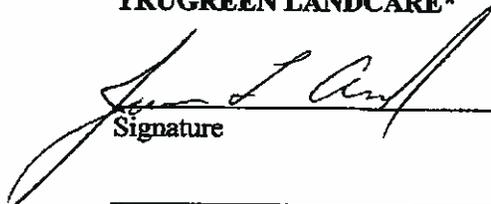
**WHEREAS**, both PARTIES are desirous to renew the CONTRACT for one (1) additional one year period with a reduction of CONTRACTOR'S Pricing;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. Renew CONTRACT for one (1) additional year effective September 11, 2011 through and including September 10, 2012, in the amount of \$390,107.00 unless terminated by COUNTY.
2. Revised Attachment B, CONTRACTOR'S Pricing reflecting 10 percent reduction is attached hereto and incorporated herein by this reference.
3. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

IN WITNESS WHEREOF, PARTIES hereto have executed this AMENDMENT to the CONTRACT on the dates shown opposite their respective signatures below.

**TRUGREEN LANDCARE\***

	James L. Ange	Branch over	7-7-11
Signature	Name	Title	Date
_____ Signature	_____ Name	_____ Title	_____ Date

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

- The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.*
- The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.*
- In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**COUNTY AUTHORIZED SIGNATURE:**

_____ Purchasing Agent/Designee	Holly Felipe Name	Deputy Purchasing Agent Title	_____ Date
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APPROVED AS TO FORM  
Office of the County Counsel  
County of Orange, California

	7/8/11
Steve Miller, Deputy	Date

Approved by Board of Supervisors on: \_\_\_\_\_  
Date

**ATTACHMENT B  
CONTRACTOR'S PRICING  
(REVISED)**

- I. **COMPENSATION:** This is an all-inclusive, firm fixed price Contract between the County and Contractor for Landscape Maintenance Services, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall not pay any sum in excess of the Fixed Prices specified below, unless work is authorized by County's Project Manager in accordance with the Attachment A, Section V "Additional Services", or unless authorized by amendment in accordance with Paragraphs 29 and 44 of the Contract Terms and Conditions.**

- II. **PAYMENT TERMS:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment is as follows:

a. **LANDSCAPE MAINTENANCE SERVICES**

i. Effective 9/11/07 to 9/10/10 - Monthly Fixed Price:	<u>\$34,400.93</u>
Total Annual Fixed Price: (Monthly Fixed Price multiplied by 12 months)	<u>\$412,811.16</u>
Total Fixed Price for Three Years: (Annual Fixed Price multiplied by 3 years)	<u>\$1,238,433.48</u>
ii. Effective 9/11/10 to 9/10/11- Monthly Fixed Price:	<u>\$34,400.93</u>
Total Annual Fixed Price: (Monthly Fixed Price multiplied by 12 months)	<u>\$ 412,811.16</u>
iii. Effective 9/11/11 to 9/10/12 - Monthly Fixed Price: (Monthly Fixed Price multiplied by 12 months)	<u>\$30,960.84</u>
Total Annual Fixed Price:	<u>\$ 371,530.08</u>

- b. **RENOVATION SERVICES:** Root pruning of the ten (10) Phoenix Canariensis and two (2) Phoenix Reclinita Palms directly in front of the terminal in the sidewalk area. One time service. This work was previously completed and not part of Amendment Renewal #2.

\$24,360.00

- c. **ADDITIONAL SERVICES:** Any additional labor, tools, equipment, etc. not listed below must be approved by the County Project Manager in accordance with Attachment A, "Scope of Work", Section V.

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Regular Hours shall mean Monday through Friday 8:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 7:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July

Additional Services shall not exceed:

i. Effective 9/11/07 to 9/10/11 (\$20,640.67 per year):	<u>\$61,922.00</u>
1. Regular Hourly Rate	<u>\$25.00</u>
2. After Hours Hourly Rate	<u>\$37.50</u>
3. Holiday Hourly Rate	<u>\$50.00</u>
ii. Effective 9/11/11 – 9/10/12:	<u>\$18,576.92</u>
1. Regular Hourly Rate	<u>\$22.50</u>
2. After Hours Hourly Rate	<u>\$33.75</u>
3. Holiday Hourly Rate	<u>\$45.00</u>
d. <b>TOTAL CONTRACT AMOUNT SHALL NOT EXCEED:</b>	<b><u>\$ 2,127,633.64</u></b>

- III. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- IV. **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 the County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. **CONTRACTOR'S EXPENSE:** The 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.
- VI. **PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.
- Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.
- VII. **INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:
- a. Contractor's name and address
  - b. Contractor's remittance address, if different from (a), above

- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number
- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

John Wayne Airport  
Attn: Accounting Services  
3160 Airway Ave.  
Costa Mesa CA 92626

**VIII. SCHEDULE OF DEDUCTIONS:** The Schedule of Deduction, attached hereto as Attachment D, will aid the County in understanding the cost allocation for the different items that the Contractor will be performing under this Contract. Contractor's associated cost for each service task identified is specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that the Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Attachment D, Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

**AMENDMENT RENEWAL NUMBER TWO  
TO CONTRACT N1000008909****FOR****EXTERIOR LANDSCAPE MAINTENANCE SERVICES**

This Amendment Renewal Number Two, hereinafter "AMENDMENT", to Contract N1000008909 is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TruGreen Landcare, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

**WHEREAS**, COUNTY and CONTRACTOR entered into Contract N1000008909, effective September 11, 2007 through and including September 10, 2010, for Exterior Landscape Maintenance Services at JWA in the amount of \$1,324,715.48, hereinafter referred to as "CONTRACT"; and

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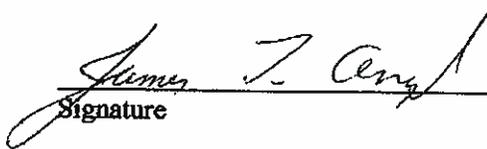
**WHEREAS**, both PARTIES are desirous to renew the CONTRACT for two (2) additional one year periods with a reduction of CONTRACTOR'S Pricing;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. Renew CONTRACT for one (1) additional year effective September 11, 2011 through and including September 10, 2012, in the amount of \$390,107.00 unless terminated by COUNTY.
2. Renew CONTRACT for one (1) additional year effective September 11, 2012 through and including September 10, 2013, in the amount of \$390,107.00 unless terminated by COUNTY.
3. Revised Attachment B, CONTRACTOR'S Pricing reflecting 10 percent reduction is attached hereto and incorporated herein by this reference.
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**TRUGREEN LANDCARE\***

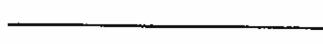
	JAMES L. Angel	Branch Mgr	7-7-11
Signature	Name	Title	Date

Signature	Name	Title	Date
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- *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**COUNTY AUTHORIZED SIGNATURE:**

	Holly Felipe	Deputy Purchasing Agent	
Purchasing Agent/Designee	Name	Title	Date

APPROVED AS TO FORM  
Office of the County Counsel  
County of Orange, California

	Steve Miller, Deputy	7/8/11
		Date

Approved by Board of Supervisors on: \_\_\_\_\_  
Date

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iii. Effective 9/11/11 to 9/10/13 - Monthly Fixed Price:	<u>\$30,960.84</u>
Total Annual Fixed Price:	<u>\$371,530.08</u>
(Monthly Fixed Price multiplied by 12 months)	
Total Fixed Price for Two Years:	
(Annual Fixed Price multiplied by 2 years)	<u>\$743,060.16</u>

- b. **RENOVATION SERVICES:** Root pruning of the ten (10) Phoenix Canariensis and two (2) Phoenix Reclinata Palms directly in front of the terminal in the sidewalk area. One time service. This work was previously completed and not part of Amendment Renewal #2.

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d. **TOTAL CONTRACT AMOUNT SHALL NOT EXCEED:** **\$ 2,517,740.64**

- III. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
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  - i. Taxpayer ID number

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Attn: Accounting Services  
3160 Airway Ave.  
Costa Mesa CA 92626

- VIII. **SCHEDULE OF DEDUCTIONS:** The Schedule of Deduction, attached hereto as Attachment D, will aid the County in understanding the cost allocation for the different items that the Contractor will be performing under this Contract. Contractor's associated cost for each service task identified is specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that the Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Attachment D, Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

# TRUGREEN LandCare<sup>SM</sup>

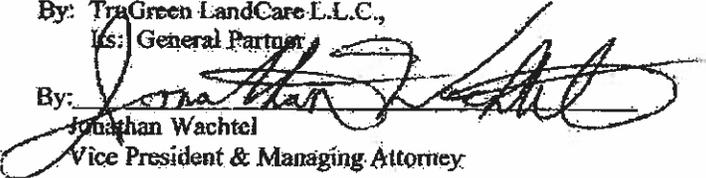
## DESIGNATION OF REPRESENTATIVE

I, Jonathan Wachtel, Vice President & Managing Attorney of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Jim Angel, Branch Manager, TruGreen LandCare, 1367 W. 9<sup>th</sup> Street, Upland, CA 91701 to represent the Company to execute any and all Amendment Renewals To Contract N1000008909 For Exterior Landscape Maintenance Services (and any related agreements and documents), to effectuate the terms entered into on behalf of the Company with *The County of Orange, John Wayne Airport (JWA), a Political Subdivision of the State of California.*

This Designation of Representative expires at midnight on July 7, 2012.

TRUGREEN LANDCARE, a California general  
Partnership

By: TruGreen LandCare L.L.C.,  
Its: General Partner

By:   
Jonathan Wachtel  
Vice President & Managing Attorney

Dated: July 7, 2011

**CONTRACT BETWEEN  
THE COUNTY OF ORANGE  
AND  
TRUGREEN LANDCARE  
FOR  
LANDSCAPE MAINTENANCE SERVICES**

THIS Contract N1000008909 for Landscape Maintenance Services, hereinafter referred to as (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as (“County”) and TruGreen LandCare, a General Partnership, hereinafter referred to as (“Contractor”), which are sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

**RECITALS**

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

WHEREAS, the County solicited the scope of products and services as set forth herein, and Contractor has represented that it is qualified to provide scope of products and services to the County; and,

WHEREAS, Contractor agrees to provide products and services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor’s Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Scope of Services:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor shall provide to the County Landscape Maintenance Services under a firm fixed price Contract, as set forth herein.
2. **Contract Term:** This Contract shall commence upon execution of all necessary signatures and shall continue for three (3) years from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for two (2) additional one-year periods, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **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.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager, as specified in Article 26, to act as liaison between the County and the Contractor during the term of this Contract and to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract.

This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

6. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 26, 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 under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor Project Manager or Key Personnel be removed from performing services under this Contract. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Personnel. Said approval shall not be unreasonably withheld.

7. **Contractor's Personnel:** The 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 anticipated under this Contract. All Contractor's personnel shall be required to wear uniforms, badges and/or other means of identification which are to be issued and provided by the Contractor and must be worn at all times while working on County property. The County Project Manager must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
8. **Airport Security:** The Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge and a driving permit, if applicable, for access to drive on the ramp.

- a. **Badge Acquisition:** Prior to issuance of a security badge(s), designated Contractor personnel who will be working onsite at the JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation and finger printing (Estimated fee is \$29.00 per person.). Contractor's designated personnel will need to take a 4-hour SIDA training class at JWA, and pass the written test (The estimated fee is \$8.00 per person.) The Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and JWA. Contractor's designated personnel must successfully complete the badge acquisition process within fourteen (14) days of Contract execution, unless other arrangements have been coordinated by the County Project Manager.

- b. **Badge Holder Requirements and Responsibilities:** The Federal Aviation Administration (FAA) approved security program for JWA requires that each person issued a JWA security badge be made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge, unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, or JWA tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA

issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

The JWA security badge is the property of the County of Orange and must be returned upon termination of Contractor personnel employment and/or termination or expiration of Contract at JWA. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge will be issued.

The JWA security badge is nontransferable.

In the event that a Contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge will be charged to the Contractor. Contractor's final payment may be held by JWA or a deduction from the Contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

9. **Conflict of Interest:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

10. **Bonds:**

- a. **Contractor will furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the Contract price.** Bonds must be submitted to County within three (3) County working days of notification of selection of award of Contract but prior to the official Contract award. Said bonds shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to the Office of the County Counsel and the County Risk Management of Orange County and in accordance with the General Conditions.
- b. If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, the Contractor shall promptly furnish such additional security as may be required by County or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

11. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County

will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.

12. **Existing Site Conditions:** Information respecting the site of the work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.
13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
14. **Audits/Inspections:** Contractor agrees to permit the County, which may include the Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County), access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

15. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
16. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
17. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without

first obtaining review and written approval of said news releases from the County through the County's Project Manager.

18. **Reports/Meetings:** In addition to the requirements set forth in the Scope of Work, Attachment A, upon County's request, the Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
19. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.
20. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent (DPA), as specified in Article 26 by way of the following process:
  - a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

21. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either:
  - a. Cancel the stop work order; or
  - b. Terminate the Contract immediately in whole or in part in writing as soon as feasible. County is not required to provide thirty-day (30) days notice of the termination of the Contract to Contractor if a stop work has been issued.
22. **Orderly Termination:** 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and personnel 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 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.
24. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
25. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the County's Project Manager and Contractor's Project Manager 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All

communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: JWA Facilities  
Jack Meurer, Project Manager  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: 949.252.6039  
Email: Jmeurer@ocair.com

cc: JWA/Purchasing  
Attn: Adriana Pineda, DPA  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: 949.252.5154  
Apineda@ocair.com

Contractor: TruGreen LandCare  
Attn: Nabor Garcia/Sergio Hernandez, Project Managers  
1150 W. Trenton Ave.  
Orange, CA 92867  
Phone: 714.628.1010  
Email: Sergiohernandez@LandCare.com

27. **Governing Law and Venue (A):** 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 trial to another County.
28. **Entire Contract (B):** This Contract, including Attachments A, B, C, D, E, F, G and H which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.
29. **Amendments (C):** 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.
30. **Taxes (D):** All prices shall include any applicable sales tax.
31. **Delivery (E):** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and

undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

32. **Acceptance/Payment (F):** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after services have been provided.
33. **Warranty (G):** Contractor expressly warrants that the goods/services 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 indemnittees as identified in paragraph "42" below, and as more fully described in paragraph "42", 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.
34. **Patent/Copyright Materials/Proprietary Infringement (H):** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "42" below, it shall indemnify, defend and hold County and County Indemnittees 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, but not limited to, attorney's fees, costs and expenses.
35. **Assignment or Subcontracting (I):** 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 or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract 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.
36. **Non-Discrimination (J):** 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 all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
37. **Termination (K) :** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
38. **Consent to Breach Not Waiver (L):** 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.

39. **Remedies Not Exclusive (M):** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
40. **Independent Contractor (N):** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
41. **Performance (O):** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
42. **Indemnification (P):** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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 licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This 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 with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

All insurance policies required by this Contract shall waive all rights to subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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 days of notification by JWA/Purchasing, or designee, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty 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.

43. **Bills and Liens (Q):** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "42" 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.
44. **Changes (R):** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
45. **Change of Ownership (S):** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.
46. **Force Majeure (T):** 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.
47. **Confidentiality (U):** 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.
48. **Compliance with Laws (V):** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "42" above, 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.
49. **Freight (F.O.B. Destination) (W):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

50. **Pricing (X):** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
51. **Waiver of Jury Trial (Y):** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
52. **Terms and Conditions (Z):** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
53. **Headings (AA):** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
54. **Severability (BB):** 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.
55. **Calendar Days (CC):** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
56. **Attorneys Fees (DD):** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
57. **Interpretation (EE):** 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 has 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 of 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.
58. **Authority (FF):** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
59. **Hazardous Conditions:** Whenever the Contractor’s operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor’s expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

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

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

Contractor shall provide, install, and maintain all warning devices (i.e., barricades, cones, flashing lights, etc.) required to adequately protect the public, County staff and other workers during the performance of this Contract.

**60. Environmental Definitions:** As used herein the term:

- a. CLEAN WATER ACT (CWA) shall mean the Federal Water Pollution Control Act enacted by Public Law 92-500 as amended by Public Laws 95-217, 95-576, 96483, 97-117; 33USC. 1251 et seq.
- b. NPDES PERMIT shall mean the currently applicable discharge permit(s) issued by the Regional Water Quality Control Board, Santa Ana Region, which establish waste discharge requirements applicable to storm runoff within the County and JWA.
- c. "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including but not limited to County acting in its governmental capacity, the State of California or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.
- d. "Environmental Law" shall mean any federal, state or local law, statute, ordinance, code, judgment, order or regulation pertaining to the environment, Hazardous Substances, Pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, under or about the Airport, and includes, without limitation the following; (i) the CLEAN AIR ACT, 42 USCA §§ 7401, et seq.; (ii) CLEAN WATER ACT, 33 USCA §§ 1251, et seq.; (iii) the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, as amended by the SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 ("CERCLA"), 42 U.S.C. §§9601 et seq.; (iv) 49 CFR, Sections 173.5 (Transportation of Hazardous Materials) (v) the SOLID WASTE DISPOSAL ACT, as amended by the RESOURCE CONSERVATION AND RECOVERY ACT OF 1986 and HAZARDOUS and SOLID WASTE amendments of 1984 ("RCRA"), 42 U.S.C. §§6901, et seq.; (vi) the OIL POLLUTION ACT of 1990, 33 USCA §§ 2701, et seq. (vii) the FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. §§1317, et seq.; (viii) the SAFE DRINKING WATER and TOXIC ENFORCEMENT ACT OF 1986, CALIFORNIA HEALTH AND SAFETY CODE §§25249,5 et seq.; (ix) the CALIFORNIA HEALTH AND SAFETY CODE §§25100, 25395.7, 25915, et seq.; (x) the CALIFORNIA WATER CODE §§1300, et seq.; (xi) the CALIFORNIA CIVIL CODE §§3479, et seq.; (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26, 122.30-37; (xiii) All other state laws, rules, orders, directives, and codes, regulations judgments, and orders relating to (i) emissions, discharges, releases, or threatened

releases of Hazardous Substances into the environment (including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata); and (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Substances, as such laws are amended, and the regulations and administrative codes applicable thereto.

- e. POLLUTANT shall mean any liquid, solid or semi-solid substances, or combination thereof, including and not limited to:
1. Artificial materials (such as floatable plastics, wood products or metal shavings).
  2. Household waste (such as trash, paper, and plastics; cleaning chemicals, yard wastes, animal fecal materials, used oil and fluids from vehicles, lawn mowers and other common household equipment)
  3. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic) with characteristics, which cause an adverse effect on living organisms.
  4. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease).
  5. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor.
  6. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon.
  7. Materials that contain base/neutral or acid extractable organic compounds.
  8. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act; and
  9. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials, in quantities that will interfere with or adversely affect the beneficial uses of the receiving waters, flora or fauna of the State.
- f. PROHIBITED DISCHARGE shall mean any discharge, which contains any pollutant, from public or private property to (i) the storm-water drainage system; (ii) any upstream flow, which is tributary to the storm-water drainage system; (iii) any groundwater, river, stream creek wash or dry weather arroyo, wetlands area, marsh, coastal slough, or (iv) any coastal harbor, bay or the Pacific Ocean.
- g. STORMWATER DRAINAGE SYSTEM shall mean street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of a tributary to the county-wide storm-water runoff system and owned, operated, maintained or controlled by the County of Orange, the Orange County Flood Control District or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of storm-water. The John Wayne Airport (JWA) storm-drain

system shall mean any gutter, channel, storm-drain, constructed drain, wash area, inlet or outlet or other facility that flows into, onto, through or out of the airport property.

- h. NON-STORM WATER DISCHARGE shall mean any discharge to storm sewer systems that is not entirely composed of storm water.
- i. STORM WATER shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.
- j. BEST MANAGEMENT PRACTICES (BMP) shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMP also includes treatment measures, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMP may include any type of pollution prevention and pollution control measure necessary to achieve compliance.

#### **61. Hazardous Substances, Safety, Environmental Compliance, and Indemnity**

- a. Contractor shall comply with all material usage limitations; permit record keeping, and reporting requirements imposed by federal, state, and local laws and regulations. Before bringing any material subject to requirements under this section onto the job site, the Contractor is to notify the Airport what type and quality of material will be used and shall properly post and provide the Airport with the Manufacturer's Material Safety Data Sheet as required by law. Contractor shall use and dispose of all materials in conformance with all applicable codes, rules, regulations, and manufacturer's recommendations.
- b. Compliance with Environmental Laws: Contractor agrees to accept full responsibility for compliance with all applicable Environmental Laws, rules regulations, restrictions, and ordinances relating to Hazardous Materials. Contractor shall comply with all such Environmental Laws, rules and regulations, including, but not limited to, those applicable to the storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, chemicals, domestic or industrial cleaning products, or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.
- c. Remediation: Contractor agrees that it shall be responsible for the cleanup, removal and remediation of any Hazardous Materials or contamination caused by the Contractor or any of its subcontractors or agents.

#### **62. Health and Safety Provisions**

- a. Caution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used, shall comply with the Occupational Safety & Health Administration (OSHA) requirements, and federal and state safety orders.
- b. The Contractor shall have (at the work site) copies of, or suitable extracts of, "General Industry Safety Orders" issued by the California State Division of Industrial Safety. The Contractor shall comply with the provisions of these and all other applicable laws, ordinances, and regulations.

- c. SAFETY PLAN. The Contractor shall submit for approval, prior to beginning the Contract, a comprehensive Safety Plan outlining code of safe work practices and procedures as listed in Appendix C: Code of Safe Practices in the Guide to Developing Your Workplace Injury and Illness Prevention Program, CCR Title 8, Section 1509, Industrial and Illness Prevent Program, Subchapter 4. The plan shall provide a list of competent persons for activities for which competent persons are defined and are required by state law.
- d. The Safety Plan is to contain directions to the closest hospital and provide a map showing the Airport and the location of hospitals. Information regarding spill response and hazardous materials is to be included. The plan shall be reviewed and signed by all personnel entering Airport property. The plan shall identify the projects included in the Safety Plan, describe operational safety during the activity, and limitations of work area. It shall provide a method for the identification of Contractor's vehicles, and it shall list safety considerations to be discussed at a conference at the beginning of the Contract service period and at subsequent safety meetings. All safety and hazardous materials training must be documented.
- e. SAFETY MEETINGS. Safety meetings shall be held and documented at the start of the Contract and at regularly scheduled times as described in the Safety Plan and at the introduction of new personnel on site. The meetings shall cover the items in the Safety Plan. This is also a good time to review the Airport's environmental requirements (such as not hosing down work areas, etc.).
- f. Contractor shall immediately notify the Airport Police Services Control Center (252-5000).of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances. Reportable spills or releases are those that require notification to a government entity by any fire code or Environmental law as defined herein.

### 63. Storm Water Control and Contamination

- a. STORM WATER LAWS AND REGULATIONS:
  - 1. Federal regulations for storm-water discharges were issued by the U.S. Environmental Protection Agency (U.S. EPA) on November 16, 1990 (40 Code of Federal Regulations CFR Parts 122, 123, and 124). The regulations require operators of specific categories of facilities, such as airports, where discharges of storm-water associated with industrial activity (storm-water) occur, to obtain a National Pollutant Discharge Elimination System (NPDES) permit.
  - 2. At that time three types of activities were required to be permitted. The airside airfield, of John Wayne Airport is considered to be an industrial activity, and therefore is covered by an industrial permit. The landside operations of the airport, including parking lots and roadways, are considered a municipal activity and are covered by a municipal permit issued to the County of Orange. Construction activities are regulated by a construction permit issued to John Wayne Airport.
  - 3. The County's Water Quality Ordinance (OCCO Title 4, Division 13, Sections 4-13-10 et. seq.) regulates the non-storm-water discharges into the County's Separate Storm-water Sewer System so as to reduce the discharge of Pollutant(s) into the waters of the State. The Clean Water Act and the resulting NPDES permits (CAS

0108740) require the County to take steps to reduce pollutants leaving its systems to the maximum extent practicable. In early 2002, the California Regional Water Quality Control Board, Santa Ana and San Diego Regions, issued revised NPDES permits (Board Orders R8-2002-0010 and R9-2002-0001) to the County of Orange, Orange County Flood Control District (OCFCD), and all incorporated cities as co-permittee's.

4. The revised permits require the County to adapt and implement a Local Implementation Plan (LIP) in order to implement new and stricter programs and procedures and the revision of applicable ordinances. The purpose of the LIP is to eliminate all the prohibited discharges, which contain any pollutant from public or private property to the storm-water drainage system.
5. In furtherance of these regulations and Section 402 of the Clean Water Act (CWA), the State of California has adopted a General Permit for discharges of storm-water associated with industrial activities: "State Water Resources Control Board (State Water Board) Water Quality Order No. 97-03-DWQ, NPDES General Permit No. CAS 000001 (General Permit)." JWA and its tenants have applied for and received coverage for storm-water and authorized non-storm-water discharges pursuant to the general permit for the industrial activities and are subject to the permit's requirements, conditions, and penalties for violation of said General Permit conditions. The permit prohibits discharges of materials other than storm-water (non-storm-water discharges) that discharge either directly or indirectly to waters of the United States. The permit requires the development and implementation of an effective Storm-water Pollution Prevention Plan (SWPPP) and Monitoring Program Plan (MPP).
6. The Contractor shall comply with all applicable laws, regulations, and permits pertaining to storm-water control and discharge.
7. Contractor is advised that the NPDES permit does not allow the discharge of non-storm-water into the airport storm-drain system. Contractor is prohibited from washing down sidewalks, stairways, or other paved areas. Contractor is also prohibited from dumping or disposing of any water, fluids, or other materials into the storm-drain system.
8. Training meetings: will be held and documented at the start of the Contract and at the introduction of new personnel on-site. The meetings will discuss the environmental pollution prevention issues.
9. Services shall comply with Landscape Maintenance Model Procedures Best Management Practices, attached hereto as Attachment F.

b. SPILLS

1. The Contractor shall exercise appropriate care to prevent and protect against spills. The Contractor shall be prepared to clean up small scale spills and shall provide inert, absorbent materials on-site, as needed. The Contractor shall properly transport and dispose of all used absorbent material. The Contractor shall be responsible to clean up or pick up and properly dispose of all other chemical spills or materials that they are qualified to safely remove.

#### 64. Environmental Indemnification

- a. To the fullest extent authorized by law, the Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees, from and against any and all Environmental Law claims, judgments, damages, penalties, fines, costs, liabilities, losses, orders, and lawsuits arising out of any actions by the Contractor, the Contractor's operations at the Airport or any action arising from and which involve Contractor's officers, agents, subcontractors, and employees, including the cost of defense arising the reform, including but not limited to the following:
  1. Contractor's placing, disposing, allowing or releasing of Hazardous Substances upon or within the Airport including any such claims, demands, liabilities and/or obligations related to Contractor's release of Hazardous Substances on the Airport since the time Contractor first occupied the Airport.
  2. Contractor's release of Hazardous Substances upon or within the Airport.
  3. Contractor's violation of any Environmental Law, except that Contractor's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Contract, the subject of investigation and remediation by County or others, or remediation conditions that arise from operations of third parties that are not affiliated with Contractor that take place off of the Airport. A party shall be deemed to be affiliated with Contractor if it is an employee, officer, director, agent, subtenant, contractor or subcontractor of Contractor or if it is controlled by or under common control with Contractor.
  4. Contractor's causing or allowing any discharge into the Airport Drainage System.
- b. This indemnification includes, without limitation, reasonable attorney's fees/costs and other costs incurred by County in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Federal, State or local governmental entity because of any Hazardous Substances being present in the soil or groundwater under the Airport. However, Contractor's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of County or agents, servants or independent contractors who are directly responsible to County.
- c. In the event the indemnitees described hereinabove are named as defendants or respondents in any lawsuit or administrative proceeding, the Contractor shall, at the request of the County, represent the indemnitee with qualified counsel that the County determines, in its sole and exclusive discretion, is acceptable to the County, unless the County, at its sole and exclusive discretion, undertakes legal representation, in which event the Contractor shall reimburse the County for the reasonable costs incurred by it in defending such lawsuit or administrative proceeding, including reasonable attorney's fees, expert and consultant's fees, and investigative and court costs.
- d. NOTE: Whenever references are made to published documents (standards, regulations, codes, etc.), it shall be understood that the applicable editions are those in effect (or which bear the latest publication date) on the date that the work is advertised for bids, unless otherwise specified. Where provisions of the pertinent codes, regulations, and standards conflict, the most stringent provisions shall govern.

65. **Wage Rates:** Contractor shall post a copy of wage rates at the job site and shall pay the adopted prevailing wage 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 John Wayne Airport Administration. The Contractor shall comply with the provisions of Part 7, Chapter 1 of the California Labor Code including Section 1774, 1775, 1776 and 1813 of the Labor Code. Contractor shall keep accurate payroll records showing name, address, social security number, worker classification, straight time and overtime hours worked each day and week, and actual per diem wages. Payroll records shall be certified and available for inspection and furnished to the County with each invoice. [LC 1776]

**AMENDMENT RENEWAL NUMBER TWO**

**TO CONTRACT N1000008909**

**FOR**

**EXTERIOR LANDSCAPE MAINTENANCE SERVICES**

This Amendment Renewal Number Two, hereinafter "AMENDMENT", to Contract N1000008909 is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TruGreen Landcare, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

**WHEREAS**, COUNTY and CONTRACTOR entered into Contract N1000008909, effective September 11, 2007 through and including September 10, 2010, for Exterior Landscape Maintenance Services at JWA in the amount of \$1,324,715.48, hereinafter referred to as "CONTRACT"; and

**WHEREAS**, COUNTY and CONTRACTOR executed Amendment Renewal Number One to renew CONTRACT as MA-280-11010345, effective September 11, 2010 through and including September 10, 2011; and

**WHEREAS**, both PARTIES are desirous to renew the CONTRACT for one (1) additional one year period with a reduction of CONTRACTOR'S Pricing;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. Renew CONTRACT for one (1) additional year effective September 11, 2011 through and including September 10, 2012, in the amount of \$390,107.00 unless terminated by COUNTY.
2. Revised Attachment B, CONTRACTOR'S Pricing reflecting 10 percent reduction is attached hereto and incorporated herein by this reference.
3. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

IN WITNESS WHEREOF, the Parties hereto have executed this **AMENDMENT to the** Contract on the dates shown **below** opposite their respective signatures below.

\*\*\*\*\*

**TRUGREEN LANDCARE\***  
**A General Partnership**

By \_\_\_\_\_

By \_\_\_\_\_

Print  
Name \_\_\_\_\_

Print  
Name \_\_\_\_\_

Title \_\_\_\_\_  
Corporate Officer

Title \_\_\_\_\_  
Corporate Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_

Print  
Name Adriana Pineda

Title Purchasing Manager

Date \_\_\_\_\_

**APPROVED AS TO FORM:—**  
**County Counsel**

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

\* ~~If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.~~

Signature	Name	Title	Date
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Signature	Name	Title	Date
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*\*If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth:*

- The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.*
- The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.*
- In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**COUNTY AUTHORIZED SIGNATURE:**

Purchasing Agent/Designee	Holly Felipe	Purchasing Manager	Date
	Name	Title	

**APPROVED AS TO FORM**  
Office of the County Counsel  
County of Orange, California

Steve Miller, Deputy	Date
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Approved by the Board of Supervisors on:      Date \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF WORK  
LANDSCAPE MAINTENANCE SERVICES**

**I. BACKGROUND**

- A. John Wayne Airport (JWA), owned and operated by the County of Orange, is the only commercial airport in Orange County, California. JWA is located approximately 35 miles south of Los Angeles, between the cities of Costa Mesa, Newport Beach and Irvine. JWA serves a population of approximately three million people in 34 cities and unincorporated areas of Orange County. JWA is one of five airports providing commercial air transportation services in the Southern California/Los Angeles basin.
- B. Eleven commercial airlines and three commuter carriers provide commercial passenger service at JWA. The majority of flight operations (about 70%) are generated by privately owned and operated general aviation aircraft. Services offered to the General Aviation community range from full service Fixed Based Operators to specialized service providers.
- C. JWA is open 24 hours a day, seven days a week. Commercial aircraft operations are limited from 7:00 AM to 11:00 PM except on Sundays from 8:00 AM to 11:00 PM.

**II. SCOPE OF WORK**

- A. Contractor shall provide all labor, material, tools, vehicles, equipment, etc. as may be required to perform Landscape Maintenance Services including but not limited to all mowing, edging, pruning, trimming, irrigation, fertilizing, planting, replanting, weeding, control of rodents and pests, and insuring the effective and efficient operation of the irrigations systems to maintain the appearance and sound growth conditions in all landscaped areas.. Contractor shall provide Landscape Maintenance Services to various types of vegetation including but not limited to Turf Grass, Ground Cover, Planter Boxes, Trees, Palm Trees and Landscape, Sidewalks and Paved Areas. In addition, Contractor shall provide Additional Services upon County request. All work shall be performed in accordance with this Contract.

**B. Facility Description**

Contractor shall provide Landscape Maintenance Services to all the areas, which are sometimes referred to as "Facility" or "Facilities, specified in Attachment H, "Inventory", Attachment H is attached hereto and incorporated herein by this reference.

**C. Control of Work**

JWA/Facilities Operations: The County Project Manager shall decide any and all questions, which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract by the Contractor. The County Project Manager shall also direct the inspection/administration of the work and decide questions regarding compensation.

**D. Performance Standards:**

The Contract specifications define the minimum level of service and frequency deemed acceptable. Contractor will schedule its operations to meet or exceed these requirements. Contractor shall put forth a level of effort to provide thorough maintenance of the landscaped

areas to include adequate watering, fertilization, mowing, trimming, pruning, pests and weed control.

- a. The Contractor shall maintain all of the turf at JWA. The turf shall be lush, green, healthy, and uniform in color and height as determined by the County. There shall be no bare spots, brown spots, and shall not have any weeds or mud spots.
- b. The Contractor shall maintain all of the ground cover at JWA. The ground cover shall be lush, green, flowering, healthy, and uniform in color and height. There shall be no bare spots, brown spots, and shall not have any weeds.
- c. The Contractor shall maintain all of the shrubs at JWA. The shrubs shall be lush, green, healthy, and uniform in color and height. Color variations unique for the Variety of shrub shall have uniform colored leaves. There shall be no bare spots, brown spots, wood showing, and shall not have any weeds.
- d. The Contractor shall maintain all trees at JWA. The trees shall be lush, have green leaves, healthy, and uniform in color and height.

E. Schedule of Deductions/Deficient Performance:

All work shall be subject to the approval of the County Project Manager. The County Project Manager, or designee, shall inspect, determine and record the performance of the work. County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance and to perform or contract for the necessary service if, or when, the Contract work is incomplete, unsatisfactory or a lesser number of hours is provided than as designated by the Contractor. The amount of such deductions will be based on the extent of the unsatisfactory work and the deduction factors included in the Contract Schedule of Deductions, as specified in Attachment D. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor. Payment deductions for unsatisfactory service are not considered a suitable substitute for actual performance and do not preclude the County from initiating other remedies.

F. Damage:

Contractor shall immediately report all conditions and occurrences of damage to the Orange County Sheriff to include vandalism or other damage to the landscaped areas or irrigation systems, and shall also report broken windows, vandalism, and/or other Facility damage.

G. Computerized Maintenance Management System/Schedule/Reports:

In adjunction with the specification of this Contract there will be corrective and preventive work orders issued to the Contractor. John Wayne Airport utilizes a computerized system to track its preventive maintenance work. The Computerized Maintenance Management System (CMMS) issues work orders for all preventive maintenance and corrective work to be performed on specific equipment and facilities. The Contractor shall perform all assigned CMMS preventive maintenance and corrective work orders along with the Contract specification. **Contractor shall submit completed CMMS work orders to the County Project Manager or designated alternate within two (2) working days after completion of the work.**

H. Protection and Restoration:

The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, the property, and the property of others. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property from injury or loss arising in connection with this contract. All damage shall be repaired or replaced, at the option of County, at the Contractor's expense within seven (7) calendar days after notification of such damage, except emergencies, which shall be completed immediately. Repairs and/or replacements shall be equal to original in all aspects. If the Contractor fails to correct any damage, the County may initiate repairs or replacement and may withhold the cost of those repairs or replacements from any monies due or to become due to the Contractor.

III. **CONTRACTOR RESPONSIBILITY**

A. Staffing

1. The Contractor shall provide required Landscape Maintenance Services Monday through Friday, five (5) days per week with no holiday time-off. The Contractor shall provide the County with Fifty-six (56) man-hours per day five (5) days a week. The Contractor shall provide a total of Seven (7) men as follows:
  - a. One (1) English-speaking supervisor to be on site during Contractor's regular working hours
  - b. One (1) Landscape Irrigation Laborer
  - c. One (1) Tree Arborist
  - d. Four (4) Additional staff
  - e. Any backup personnel in the event that a crew member does not show up for work.
2. The Contractor shall use a certified arborist to oversee additional tree trimmers, and perform all tree services at all times a tree is serviced. The certified arborist will be considered one of the seven required staff when tree trimming services are required.
3. The Contractor shall provide backup personnel to ensure fifty-six (56) man-hour days. In the event that fifty-six (56) man-hour days are not provided, the County will deduct the man-hour shortage plus administration costs from the monthly invoice.
4. The Contractor shall have all landscaping crews work within eyesight from the landscape supervisor, unless otherwise specified by the County Project Manager.

B. Contractor Minimum Qualifications

1. Contractor must have been in business for a minimum of five (5) years, and possess a minimum of five (5) years experience equivalent to the Landscape Maintenance Services requested in this Contract.

2. Contractor shall be licensed in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, and shall maintain that license in full force and effect throughout the entire term of the contract. Contractor's license classification shall be **C-27 Landscape Contractor and possess a California applicators license for pesticides.**
3. Contractor shall supply to the County Project Manager upon request all licenses and permits required to perform this work in accordance with state and local restrictions and shall pay all fees resulting there from. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.
4. The Contractor shall have a full time safety officer on staff and make periodic inspections at JWA.

### C. General Requirements

1. All work shall be done in a manner and at those times that will not inconvenience either the public or operations at the Facility. NOTE: Care shall be taken not to damage parked cars or other property from water or Contractor's operations.
2. Contractor shall have a listing of proposed chemicals prepared by a licensed California Pest Control Advisor to include commercial name, chemical components, concentration rates and usage. Chemicals shall only be applied by those persons possessing a valid California Pest Control Applicator's license. All applications shall be in strict accordance with all governing regulations and limit drift to a maximum of six (6) inches. Records of the original proposed listing and all operations' starting dates, times, methods of application, chemical formulations, applicators' names, and weather conditions shall be made and retained in an active file for a minimum of one (1) year after completion of this Contract.
3. Contractor shall be responsible for all damage resulting from its operations. Any such damage to vehicles or property shall be reported by the Contractor within twenty-four (24) hours to the County Project Manager.
4. The Contractor shall take all necessary safety precautions for the protection of its employees, County staff, and the public using the Facilities including but not limited to the use of signs, barricades, traffic warning devices such as flashers, strobes, and cones, and high visibility reflective safety vests when working near roadways.
5. Underground utilities may exist in all areas to be serviced under this Contract. Special care shall be exercised during all cultivation and excavation and the County Project Manager is to be notified before any excavation.
6. Contractor shall be prepared to conduct a joint monthly inspection of the entire Facility with the County Project Manager every other week.
  - a. Contractor shall be prepared to meet and review the results of the monthly inspection with the County Project Manager at least once each month.
7. County Project Manager will provide the Contractor with copies of inspection reports showing corrective actions needed. The Contractor shall promptly respond to either written or oral

requests of the County Project Manager relative to corrective action required to meet specifications.

8. The Contractor shall provide copies of MSDS (Material Safety Data Sheets) for all chemicals used in the performance of this Contract to each Contractor employee and copies to the County Project Manager and CEO Risk Management in compliance with OSHA's Hazard Communication Standard 29CFR 1910.1200.

- a. CEO Risk Management  
Attn: Vernon Goad  
P.O. Box 327  
Santa Ana, CA 92702

#### IV. CONTRACTOR PERFORMANCE

##### A. GENERAL MAINTENANCE

1. Contractor shall clean all Facility sidewalks, patios, porches, landings, and decks throughout landscaped area, except at Terminal entrance/exit doors on a weekly basis. Clean shall mean free from debris. (Day of week to be set by the Contractor at the start of Contract.)
2. Contractor shall remove all loose trash, litter, broken glass, and all material that may be stuck to the sidewalk and other debris from the entire area around the Facility to include landscaped areas and sidewalk areas, except at Terminal entrance/exit doors, on a weekly basis. (Day of week to be set by the Contractor at the start of the work.)
  - a. Contractor shall keep all drainage Facilities, e.g. concrete swales, throughout the landscaped areas free from trash and debris, especially during the rain season.
  - b. Trash: Contractor shall remove and dispose of all trash and debris generated from its operations prior to the completion of each day's activities. County dumpsters shall NOT be used for this purpose.
3. Contractor shall sweep sidewalks, porches, landings, and decks upon request of the County Project Manager on a monthly basis, not to exceed twelve (12) times per year.
4. There is a combined eight and one-half (8.5) miles long by six (6) feet in width of fence line requiring inside and outside cleaning of debris, weeds, spraying, and that require mulch to be spread. The areas include but are not limited to the airfield perimeter, main street lot, and "T" Lot. The areas that use gravel as a soil stabilizer is excluded from the spread of weeds, but will require all other services
5. Within one hundred and eighty (180) days of Contract execution, Contractor shall provide an accurate updated Landscape Inventory to the County Project Manager, which includes updating the information on the current JWA Landscape Inventory (Attachment H) and the following:
  - a. Date of inventory
  - b. Any additional locations, plant life or any other changes to the inventory

B. LANDSCAPE MAINTENANCE (EXCLUDING PALM TREES):

1. The following list the variety of trees, shrubs, and vines located throughout the JWA property:
  - a. Trees:
    1. Citrus "Valencia" - Valencia Orange
    2. Eucalyptus maculate - Spotted Gum
    3. Ficus rubiginosa - Rusty Leaf Fig
    4. Geijera Parviflora - Australian Willow
    5. Ulmus Parvifolia 'True Green' - rue Green Elm
  - b. Shrubs:
    1. Agapanthus africanus - African Lily
    2. Buxus M. Japaponica - Japanese Boxwood
    3. Hemerocallis - Daylily
    4. Hibiscus r. "Hula Girl" - Hula Girl Hibiscus
    5. Ligustrum j. "Texanum" - Texas Privet
    6. Nerium o. "Mrs Roeding" -Oleander
    7. Pittosporum undulatum -Victorian Box
    8. Pittosporum Tobia -Wheeler's Dwarf
    9. Pittosporum Tobira Variegatum - Japanese Mock Orange
    10. Rhamphiolepis Indica Clara - Indian Hawthorne
    11. Rhamphiolepis Indica Standard - 'Majestic Beauty'/ Indian Hawthorn
    12. Sterlitzia reginae - Bird of Paradise
  - c. Vines:
    1. Bougainvillea "San Diego Red" - Bougainvillea
    2. Clytostoma callistegioides - Violet Trumpet Vine
    3. Distictis buccanatoria - Red Trumpet Vine
    4. Lonicera hildebrandiana - Burmese Honeysuckle
    5. Trachelospermum - Star Jasmine
2. Leaching
  - a. Contractor shall apply additional irrigation water to remove excess salts in the soil (leaching).
    1. Apply water in one twenty-four (24) period using short, intermittent applications of water to avoid runoff.
    2. Allow soil to dry to its normal condition before reactivating the irrigation system.
    3. Schedule and complete leaching during the second week in March, May, July, and September.
3. Fertilization:
  - a. All landscape areas shall be fertilized in accordance with Attachment G, Fertilization Schedule.
  - b. All areas shall be free of moisture at the time the fertilizer is applied, and then shall be thoroughly soaked immediately after the fertilizer is applied.

- c. Contractor shall submit a schedule of the dates and times of all fertilization to the County Project Manager a minimum of two (2) working days prior to the start of fertilization.
  - d. Contractor, upon request, shall provide:
    1. The specific product name and supplier for all fertilizers prior to the start of application.
    2. A count of the number of bags of material required, the size of each bag and the recommended application rate.
    3. Product name and product data from one or more of the bags.
4. Weeds:
- a. A regular program of chemical application shall be used to control weed growth, supplemented by hand removal of noxious weed or grasses as necessary.
  - b. A broad spectrum pre-emergent weed control (such as Treflan) shall be applied to all ground cover areas and shrub beds during the third week in April and September.
  - c. A contact herbicide spray (such as Phytar 599R) shall be used to control vegetation around tree wells.
  - d. All herbicides shall be applied in strict accordance with the product manufacturer's instructions and regulatory agency requirements.
  - e. Weeds and grasses shall be removed from all planted areas within fourteen (14) days from the time they are first visible.
  - f. Method for removal shall be hand removal or cultivation depends upon planting concentration.
  - g. Line trimmers shall NOT be utilized to remove weeds.
5. Rodent and Pest Control:
- a. See *Section IV-F-7. Turf Grass Maintenance: Rodent and Pest Control* for general terms.
6. Insect and Disease Control:
- a. See *Section IV-F-8. Turf Grass Maintenance: Insect and Disease Control* for general terms.
7. Fungicide (Pittosporum)
- a. Fungicide shall be applied to the Pittosporum eight (8) times per year (approximately six (6) weeks apart) during the first weeks of January, April, July, October, and the third weeks of February, May, August, and November.
8. Irrigation:
- a. All landscaped areas shall be irrigated, as required, to develop deep roots through deep, infrequent watering and to maintain adequate growth and appearance.
  - b. Irrigation shall be adjusted to meet actual conditions (rainfall may exceed demand) and to account for the variety of trees, shrubs and vines located within the same irrigation area.
  - c. Irrigation shall be performed between the hours of 9:00 PM and 5:00 AM.
  - d. Exception: Watering in front of Terminal shall be performed between the hours of 12:00 midnight and 5:00 AM.

- e. Special watering may be required during daytime hours after fertilization or periods of extreme dryness but shall be monitored to prevent overspray or prevent entry into Facilities.
- f. Contractor shall apply additional irrigation water to remove excess salts in the soil (leaching).
  - 1. Apply water in one twenty-four (24) period using short, intermittent applications of water to avoid runoff.
  - 2. Allow soil to dry to its normal condition before reactivating the irrigation system.
  - 3. Schedule and complete leaching during the second week in March, May, July, and September.
- g. Maintain mulch under shrubs
  - 1. Contractor shall provide a wood chip mulch ground cover under shrubs. Mulch shall be ½” to 1” in diameter (medium grind).
  - 2. The mulch cover area shall be maintained by Contractor so that there are no exposed soil areas.
  - 3. Contractor shall ensure the mulch cover areas also remain free of litter, other landscape cuttings, weeds, or any other foreign materials.
- h. The Contractor shall recycle 100 percent of all green waste (excluding turf grass). The Contractor shall convert green waste into mulch and utilize recycled mulch at JWA. The Contractor shall utilize a mulch blowing truck to distribute mulch in a quick and efficient manner. Mulch blowing shall be performed between the hours of 11:00 PM and 5:00 AM.

C. TREE MAINTENANCE (EXCLUDING PALM TREES):

- 1. Tree well area requirements:
  - a. Maintain bare soil tree wells around all trees.
  - b. Maintain an 18-inch radius around all tree wells by monthly cultivation.
- 2. Complete annual soil drenching with Merit of all Eucalyptus.

D. TREE PRUNING SERVICES (ANNUAL)

- 1. All trees shall be trimmed as necessary to:
  - a. Remove all dead, damaged or diseased limbs.
  - b. Maintain proper vertical clearance (10 foot over sidewalks and 14 foot over roadways).
  - c. Maintain proper horizontal clearance (against buildings or overhanging adjacent property).
  - d. All trees shall be trimmed, shaped and thinned at least once per year between November and December in order to:
    - 1. Produce sound, healthy trees.
    - 2. Maintain symmetrical appearance and accentuate the natural form and features of each tree.
- e. Pruning Requirements:
  - 1. All cuts shall be made sufficiently close, flush if possible, to the parent limb so that healing can readily start under normal conditions.
  - 2. All limbs 1½” or greater in diameter shall be undercut to prevent splitting.
    - i. All limbs 4” or greater in diameter shall initially be cut off 2 feet from the trunk, then cut off at the trunk.

3. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs or to other landscaping.
4. All cuts which exceed 1½” in diameter shall be treated with an appropriate tree heal compound.
5. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
6. Climbing spurs are prohibited.
7. All trimmings and debris shall be removed and disposed of off-site at the end of each day’s work.
8. Reference:
  - i. University of California publication:  
AXT – 288, “Pruning Landscape Trees”
- f. Pruning specifics:
  1. Avoid pruning the central leader to avoid a multi-leader form and the abundance of weak, vegetative growth.
  2. Remove all suckers, water sprouts, crisscrossing, heavily laden side branches, and thin crown to remove wind resistance.
  3. Prune multi-leader or branched main trunk trees to develop permanent scaffold branches which are smaller in diameter than the trunk or branch to which they are attached.
  4. Prune to provide a vertical spacing of 18 to 24 inches and a radial orientation to avoid overlapping.
  5. Prune to eliminate narrow V-shaped branch forks.
  6. Thin out crowns to reduce toppling and wind damage.
  7. Prune to meet space limitations and maintain the natural appearance.
- g. Eucalyptus Trees Pruning specifics:
  1. The Eucalyptus trees shall be pruned/ trimmed as necessary at a minimum one (1) time a year and as-needed. The County Project Manager shall determine the as-needed frequency.
- h. All trees shall be trimmed between the hours of 11:00 PM to 4:30 AM in public areas, and between the hours of 11:00 PM to 11:00 AM in all non-public areas.

#### E. PALM TREE MAINTENANCE

1. Annual Palm Tree Health Report: The Contractor shall provide an Annual Palm Tree Health Report utilizing the services of Dr. Henry Donselman - Palm Care Horticulturalist, during the complete term of this Contract.
  - a. Dr. Henry Donselman, Palm Specialist  
29213 Broken Arrow Way  
Murrieta, CA 92563  
(951) 698-4636  
Email me Palmdoc@yahoo.com
  - b. The Contractor shall subcontract Annual Palm Tree Health Report services from Dr. Donselman. Contractor shall submit to the County Project Manager, Dr Donselman’s Annual Tree Health Report, upon completion of Annual Palm Tree Health Report services but no later than forty (40) days from Contract execution date. Annual Palm Tree Health Report services shall include recommendations for palm tree health care maintenance.

- c. Dr. Donselman shall be subcontracted to make initial recommendations and once each subsequent year for follow-ups.
- d. Contractor shall provide Annual Palm Tree Health Reports once at the start of the contract and for each subsequent year after that. Each report shall be completed and submitted within forty (40) days from the Contract execution anniversary dates.
- e. Contractor will accept the palm trees as is and will accept all liability and replacement costs if Contractor fails to provide the County with Annual Palm Tree Health Reports within the period of time specified.
- f. The Contractor shall provide palm tree maintenance services in accordance with Dr. Donselman's Annual Palm Tree Health Reports and recommendations and the following:
  1. A "healthy" tree and "unhealthy" tree shall be as defined by Dr Donselman and his recommendations.
  2. If Dr. Donselman deems a palm tree healthy, the Contractor shall make all attempts to maintain the palm tree's health.
  3. If Dr. Donselman deems a palm tree unhealthy but deems the palm tree is savable, than the Contractor shall make all attempts using Dr. Donselman's recommendation to restore the palm trees health.
  4. If Dr. Donselman but Dr. Donselman deems a palm tree unhealthy deems the palm tree savable, than The Contractor shall make all attempts using Dr. Donselman's recommendation to restore the palm trees health.
  5. If Dr. Donselman deems a palm tree unhealthy and not savable, the Contractor shall not be responsible for that peticular tree and shall submit a proposal for the removal and replacement of said tree.
  6. If a palm tree is deemed healthy by Dr. Donselman and the palm tree contracts a disease and becomes unhealthy and not savable, after following Dr. Donselman recommendations, than the Contractor shall not be responsible for that tree and shall submit a proposal for the removal and replacement of said tree.
  7. If the Contractor is responsible for the spread of diseases from one tree to the next or damages a tree in any way, The Contractor shall replace the palm tree with a matched tree of the same type, species, size, and same location within 60 days from County notification at the Contractor's expense.
  8. If a tree becomes unhealthy at any point during the Contract, the Contractor shall obtain as needed services from Dr. Donselman.
  9. Contractor shall document all treatments at the time of each treatment for verification purposes

10. All trees shall be trimmed between the hours of 11:00 PM to 4:30 AM in public areas, and between the hours of 11:00 PM to 11:00 AM in all non-public areas.
- g. At a minimum, the following will apply should a palm tree require replacement due to Contractor's negligence:
  1. The Contractor shall replace contaminated all soil and replace it with fresh contaminant free soil approved for palm trees.
  2. The Contractor shall remove an area to remove any contamination of soil 15' in circumference and a depth of 15'. The soil shall be removed, considered contaminated, and discarded off the JWA facility. The contaminated soil shall not come in contact with any soil, trees, or landscaping.
  3. The Contractor shall repair any damaged irrigation caused by the removal and replacement of the palm tree.
2. Irrigation:
  - a. All landscaped areas shall be irrigated, as required, to develop deep roots through deep, infrequent watering and to maintain adequate growth and appearance.
  - b. Irrigation shall be adjusted to meet actual conditions (rainfall may exceed demand) and to account for the variety of trees, shrubs and vines located within the same irrigation area.
    1. Irrigation frequency and duration shall be adjusted to meet the requirements of the most shallow rooted plants in each area.
  - c. Irrigation shall be performed between the hours of 9:00 PM and 5:00 AM.
    1. Special watering may be required during daytime hours after fertilization or periods of extreme dryness but shall be monitored to prevent overspray or prevent entry into Facilities.
  - d. Contractor shall apply additional irrigation water to remove excess salts in the soil (leaching):
    1. Apply water in one twenty-four (24) hour period using short, intermittent applications of water to avoid runoff.
    2. Allow soil to dry to its normal condition before reactivating the irrigation system.
    3. Schedule and complete leaching in March, May, July, and September.
3. Sub-drainage System: Sump
  - a. Contractor shall maintain sub-drain system to include inspection, maintenance, repair and pump out water.
  - b. Contractor shall inspect the sub-drain system for proper operation and water level at the following intervals.
    1. On the first Tuesday of the following months: January, February, March, May, July, September, November, and December.
    2. Daily during periods of rain.
  - c. Contractor shall pump out all excess water as often as required.
4. Fertilization:

- a. Palm trees shall be fertilized in accordance with Attachment D, Fertilization Schedule shown.
  - b. All areas shall be free of moisture at the time the fertilizer is applied, then shall be thoroughly soaked immediately after the fertilizer is applied.
  - c. Contractor shall submit a schedule of the dates and times of all fertilization to the County Project Manager a minimum of two (2) working days prior to the start of fertilization.
  - d. Contractor, upon request, shall provide:
    1. The specific product name and supplier for all fertilizers prior to the start of application.
    2. A count of the number of bags of material required, the size of each bag and the recommended application rate.
    3. Product name and product data from one or more of the bags.
  - e. Remedial fertilization may be required for palms under stress or in decline and shall consist of a deep-root method of inject water soluble fertilizer around each affected tree.
5. Insect and Disease Control:
- a. See *Section IV-F-8. Turf Grass Maintenance: Insect and Disease Control* for general terms. In addition,
  - b. Palm trees shall be maintained free from insects and diseases, especially fungus diseases such as *Gliocladium vermoeseni*, *Penicillium vermoeseni* and *Fusarium oxysporum*.
  - c. Remedial foliar or root fungicide treatments may be required for palms under stress to combat fungus diseases.
  - d. Remedial foliar fungicide treatment may be required on Phoenix *Canariensis* if there are prolonged rains and/or prolonged periods of fog.
  - e. Inspect palm trees weekly for signs of stress and/or disease.
    1. Symptoms first appear on mature or recently matured fronds.
    2. Typically, the spines of the pinnae on one side of the leaf base become brown and dry, and die along the rachis from the base towards the tip of the frond.
    3. Pink spore masses of *Gliocladium vermoeseni* may be seen in blisters under the brown epidermis of the affected leaf or on old leaf bases on the tree
      - i. The causes continuing death of fronds until only juvenile fronds remain, new fronds are no longer produced and the bud eventually dies.
6. Trimming:
- a. Prune palm trees to:
    1. Produce sound, healthy trees.

2. Maintain symmetrical appearance and accentuate the natural form and features of each tree.
  3. Prevent damage or injury from falling fronds.
  4. Remove fruit.
- b. Palm trees shall be trimmed, as necessary, to:
1. Remove dead fronds less than 15 feet high as they occur.
  2. Remove ragged, damaged, discolored or desiccated fronds, as required, at least annually in November.
  3. Maintain skinned trunks and pineapples.
  4. Maintain proper vertical clearance (10 foot over sidewalks and 14 foot over roadways).
  5. Maintain proper horizontal clearance (against buildings or overhanging adjacent property).
  6. Remove Fruit.
- c. Pruning requirements:
1. Fronds shall be dead and dry.
  2. Do not prune green, live tissue.
  3. All fronds shall be lowered to the ground using a method which prevents damage to the Facilities or other landscaping.
  4. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
  5. All pruning tools shall be disinfected between each tree using a 50/50 Bleach solution submerged for five (5) minutes.
  6. The use of climbing spurs is prohibited.
  7. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
- d. Pruning specifics:
1. Phoenix Carariensis:
    - i. Maintain a full balanced canopy at all times.
    - ii. Prune fronds below the 45° angle only.
    - iii. Prune fronds between March 1st and October 31st and or as needed.
    - iv. Remove fruit, as often as required, to prevent fruit from falling to pavement and/or becoming food for birds.
  2. Washingtonia Robusta:
    - i. Maintain a full balanced canopy at all times.
    - ii. Prune fronds below the 45° angle only.
  3. Phoenix Reclinita:
    - i. Maintain a full balanced canopy at all times.
    - ii. Prune fronds below the 45° angle only.
    - iii. Remove fronds that interfere with pedestrian circulation and/or seating as needed.
    - iv. Retain sucker fronds at the base of the trunks that provide a layered appearance and allow a filtered view of the trunk.

- v. Prune to select and develop permanent branches that complement the symmetry of the canopy and provide balanced vertical spacing.
- e. Remove all foreign plants and/or materials from the pineapples or trunks.
- f. Tree Wells:
  - 1. Maintain a cultivated bare soil tree well around all palm trees.
  - 2. Maintain a 4-inch high, 36-inch radius (beyond the trunk of the palm tree) watering basin composed of native soil.
- g. All walkways, roadways or other areas dirtied by palm tree maintenance operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's operations.

F. TURF GRASS MAINTENANCE

- 1. Type is: Festuca elatior "Marathon II" Tall Fescue
- 2. Irrigation:
  - a. All turf grass areas shall be irrigated, as required, to replenish the soil moisture below the root zone, approximately 6 to 8 inches deep, and to maintain adequate growth and appearance.
  - b. Irrigation shall be adjusted to meet actual conditions (rainfall may exceed demand), but shall be based upon the following seasonal guidelines:
    - 1. January through February      ¾ inch per week
    - 2. March through April            ¾ inch per week
    - 3. May through September 1 ½ inch per week
    - 4. October through December    ¾ inch per week
  - c. Irrigation shall be performed between the hours of 9:00 PM and 5:00 AM.
    - 1. Special watering may be required during daytime hours after fertilization or periods of extreme dryness but shall be monitored to prevent overspray or prevent entry into Facilities.
  - d. Irrigation water shall be applied in short, intermittent intervals to allow water to penetrate and avoid excess runoff.
  - e. Contractor shall not irrigate for at least twenty-four (24) hours prior to mowing to avoid soil compaction and/or disease.
  - f. Contractor shall apply additional irrigation water to remove excess salts in the soil (leaching).
    - 1. Apply water in one twenty-four (24) hour period using short, intermittent applications of water to avoid runoff.
    - 2. Allow soil to dry to its normal condition before reactivating the irrigation system.
    - 3. Schedule and complete leaching during the second week in March, May, July, and September.
- 3. Mowing:

- a. All turf grass shall be mowed:
    1. once per week between April 1st and October 15th
    2. once every other week between October 15th and April 1st
    3. for a total of forty (40) mows per year
  - b. Mowing shall occur on the same day each week.
  - c. Mowing missed due to inclement weather shall be rescheduled and completed within three (3) days on the weekly schedule and seven (7) days on the every other week schedule.
  - d. Finished cutting height, minimum, shall be:
 

1. December through Friday	2 inches
2. March through May	2 ½ inches
3. June through August	3 inches
4. September through November	2 ½ inches
  - e. Mowing equipment shall be adjusted to the proper height and properly sharpened.
    1. Mowing equipment shall be thoroughly washed with water prior to each mowing to remove any residue from mowing operations at other locations and thereby eliminate the spread of any disease, noxious weeds and foreign grasses.
  - f. Mowing patterns shall follow the natural contours and/or general shape of the turf area. However, mowing patterns shall be changed weekly to avoid creating ruts and/or compaction from equipment wheels.
  - g. All glass, paper, leaves and other debris shall be removed and disposed of off-site prior to mowing.
  - h. All visible grass clippings shall be collected and removed from the site at the end of each day's mowing operations.
  - i. All walkways, roadways or other areas dirtied by mowing and edging operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's mowing operations.
4. Edging
- a. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.
  - b. Mechanical methods shall be used except where physically not possible or practical.
  - c. Chemical application for weed control shall be used on areas such as planters, buildings, around trees, under fence lines, etc, and shall not be used around sprinkler heads.
  - d. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
5. Weeds

- a. A regular program of chemical application shall be used to control weed growth, supplemented by hand removal of noxious weed or grasses two times a year - once in April and once in October, and as required.
  - b. Chemical control of broad leaf weeds shall be employed as often as necessary to maintain turf grass areas in a “weed-free” condition.
  - c. Chemical control shall not be applied for 4 to 6 weeks following aeration, de-thatch and/or over seeding.
6. Fertilization
- a. All turf grass areas shall be fertilized with 3 lbs. Of Ammonium Nitrate per 1,000 sq. ft. in January, February, April, November, and December.
  - b. All turf grass areas shall be fertilized with 6 lbs. Of a complete fertilizer (16-6-8) per 1,000 sq. ft. in March, May, July, September, and October.
  - c. All areas shall be free of moisture at the time the fertilizer is applied, and shall be thoroughly soaked immediately after the fertilizer is applied.
  - d. Contractor shall submit a schedule of the dates and times of all fertilization to the County Project Manager a minimum of two (2) working days prior to the start of fertilization.
  - e. Contractor, upon request, shall provide:
    1. The specific product name and supplier for all fertilizers prior to the start of application.
    2. A count of the number of bags of material required, the size of each bag and the recommended application rate.
    3. Product name and product data from one or more of the bags.
7. Rodent and Pest Control:
- a. All turf grass and landscape areas shall be maintained free of rodents to include gophers and ground squirrels, and pests to include snails, sow bugs and caterpillars that could cause damage to the turf grass, landscape materials, irrigation system, Facilities or cause erosion.
  - b. All methods shall conform to EPA or other environmental regulations.
  - c. All damage resulting from the Contractor’s failure to control rodents and/or pests shall be repaired or replaced at the Contractor’s expense.
8. Insect and Disease Control:
- a. All turf grass and landscape areas shall be maintained free from insects and diseases.
  - b. When insect damage is suspected, Contractor shall make an accurate identification of the specific insect and implement a program for application of the appropriate insecticide.
    1. Contractor shall refer to the following publications:
      - i. Thatch borne insects – See University of California:
        1. Manual 41, Pyrethrin Test
      - ii. Soil borne insects – See University of California:
        1. Publication 2540, “Insect and Mite Control on Lawn”
        2. Manual 412, “Turf grass Pests”,
        3. Leaflet 209, “Guide to Turf grass Pest Control”.
  - c. When disease is suspected, Contractor shall make an accurate identification of the specific disease and implement a program for application of the appropriate fungicide.
    1. Once a disease has been identified, fungicides shall be applied continuously throughout the active season, i.e. through October, or until environmental conditions change.

2. Fungicides shall only be used to treat a specific disease and shall not be used in a generalized, preventive program.
- d. All methods shall conform to EPA or other environmental regulations.
9. Aeration
  - a. All turf areas shall be aerated once per year between October 1st and October 31st immediately prior to the scheduled fertilization in October.
  - b. Aeration shall consist of removal of 1 inch diameter cores, 4 inches deep, spaced 12 inches on center.
  - c. All cores shall be removed from the turf areas, all walkways, roadways or other areas dirtied by aeration operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day's operations.
10. Dethatch:
  - a. All turf areas, except Fescue, shall be de-thatched once per year between October 1st and October 31st.
  - b. Schedule de-thatch immediately following a normal mowing and immediately prior to the scheduled fertilization in October.
  - c. Verticut to remove all but the last ¼ inch of thatch.
  - d. All walkways, roadways, or other areas dirtied by de-thatch operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's operations.
11. Reseeding
  - a. All bare, worn or sparse areas in the turf grass shall be over seeded (or re-sod) once per year, and as needed, to reestablish turf grass to an acceptable quality compatible to that of existing turf grass.
  - b. Immediately following verticutting, Contractor shall over-seed all turf areas with 300 lbs. Of "Marathon II" Tall Fescue per acre.

## G. SHRUB PRUNING

1. Trimming – Shrubs and Ground Covers:
  - a. All shrubs and ground covers shall be trimmed to promote healthy growth.
  - b. All shrubs and ground covers shall be trimmed, as necessary, to restrict growth from sidewalks, Facility entrances or other access ways.
  - c. All shrubs and ground covers shall be trimmed in accordance with the Pruning Criteria shown in the Supplemental Information.
  - d. The frequency of trimming shall be dependent upon the growth of the individual shrubs and/or ground covers and actual environmental conditions.
  - e. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
  - f. All shrubbery shall be trimmed shaped, and thinned in April and in September to:
    1. Produce sound shrubs
    2. Symmetrical, but natural appearance
    3. Remove all dead, damaged or diseased limbs with the proper horizontal and vertical clearance.
  - g. Areas in front of the Terminal and A1 and B1 parking structures shall be cultivated weekly. All other areas are to be cultivated monthly.
  - h. Pruning requirements:

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

#### H. IRRIGATION SYSTEM AND SCHEDULE

1. JWA uses domestic water through the Irvine Ranch Water District and Mesa Consolidated Water District.
2. Irrigation Schedule:
  - a. All watering shall be performed between the hours of 9:00 PM and 5:00 AM.
    1. Exception: Watering in front of Terminal shall be performed between the hours of 12:00 midnight and 5:00 AM.
3. Irrigation System:
  - a. Contractor shall maintain the entire irrigation system to include all components from connection at the meter (controllers, remote control valves, gate valves, main and lateral lines, and sprinkler heads) in an operational state at all times.
  - b. Contractor shall inspect and test all irrigation systems once per week in order to:
    1. Adjust system to provide adequate coverage, prevent excessive runoff, and prevent overspray onto non-landscaped areas.
    2. Determine malfunctions, damage, or obstructions and implement corrective action.
  - c. Contractor shall establish a specific day and time each week to inspect and test each irrigation system. Day and time shall be provided to County Project Manager.
  - d. Contractor shall perform preventive maintenance on all irrigation systems once each quarter to include:
    1. Automatic – operation, wiring, debris, and housing condition
    2. Control – operation, wiring, solenoid, bleed valve and condition
    3. Strainer baskets
    4. Sprinkler heads – operation, alignment, height above landscape and coverage
    5. Other equipment – quick couplers, piping, wiring, etc.
  - e. Contractor shall monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend and implement changes in the duration of the water cycle on a monthly basis.
  - f. All replacements shall be with original type and model materials unless a substitute is approved by the County Project Manager. Contractor shall implement repairs in accordance with all effective warranties.
  - g. Costs for excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized changes in irrigation frequency may be deducted from payments to the Contractor based upon comparisons with historical expenditures.

## I. SPECIAL REPORTS

1. Contractor performance includes inspections and tests services. Contractor shall collect and compile inspection and test data and submit the information to John Wayne Airport based on the schedule listed in Attachment E, Summary of Special Reports.
2. Inspections and tests include:
  - a. Annual Soil Analysis
  - b. Monthly Inspection Log – Insects and Disease
  - c. Monthly Inspection Log – Palm Tree Sumps
  - d. Monthly Inspection Log – Soil Probe
  - e. Monthly Pesticide/ Fungicide Log
  - f. Monthly Fertilizer Log (also see Attachment G, Fertilizer Schedule)
3. In addition, the following reports shall be submitted by the Contractor for Contract administration:
  - a. Daily Staff Log Sheet
  - b. Staff Training Log (bi-annual)
  - c. Safety Training Log (bi-annual)

## J. CORRECTIVE WORK

1. DEFINITION OF RESPONSIBILITIES:
  - a. Contractor shall repair or replace, at the Contractor’s expense, any damage to the irrigation system and/or landscaping resulting from its actions or its failure to act to include damage from:
    1. Contractor’s equipment or personnel
    2. Improper irrigation
    3. Improper drainage system maintenance
    4. Improper pruning and/or staking
    5. Improper fertilization
    6. Improper herbicide, fungicide, or insecticide use
    7. Improper weed control
    8. Untimely identification and/or improper treatment of insects and/or diseases.
2. DAMAGED IRRIGATION SYSTEM REPAIRS:
  - a. The Contractor shall meet with County Project Manager within twenty-one (21) days to test and verify the condition of all irrigation controllers, sprinklers, sprinkler equipment and related valves.
  - b. All controllers, sprinklers, sprinkler equipment and related valves that work properly shall be the Contractor’s responsibility throughout the term of the Contract, and maintained at the Contractor’s expense.
  - c. Contractor shall submit proposals to the County in accordance with section V. “Additional Services” for all controllers, sprinklers, sprinkler equipment and related valves that do not work properly.
  - d. Upon restoration of landscaping irrigation equipment the Contractor shall restore services to the affected areas.

V. ADDITIONAL SERVICES:

- A. Additional services shall be required and/or utilized, as-needed by the County, to repair, renovate, or make improvements and repairs to the existing landscaping; and, for any other services not included in the fixed price portion of the Scope of Work.
- a. Additional services shall include but not be limited to any materials, equipment, tools, and labor to provide additional services.
  - b. Additional services shall include but not be limited to all repairs listed below:
    1. Damage to landscaping resulting from actions beyond the control of the Contractor
    2. Damage to the irrigation system
    3. Vandalism
    4. Vehicle accidents
    5. Trespass
    6. Earthquakes
    7. Floods/Erosion
    8. Fires
    9. Uncontrollable insect and/or diseases
    10. Construction
- B. Upon County request, the Contractor shall submit proposals for all Additional Services not called for under the fixed price portion of the Scope of Work in accordance with Attachment B, II.c.
1. The proposals shall include, but not be limited to design specifications, engineering specifications, drawings, procedures, schedule, cut sheets, foreseeable problems, labor, justification, and costs.
  2. The costs elements shall include but not be limited to the following:
    - a. Cost of Equipment (actual hours and hourly rate<sup>1</sup>)
    - b. Cost of Materials and Supplies (unit cost and quantity)
    - c. Cost of Subcontracted Work
    - d. Cost of Labor (actual hours and hourly rate<sup>2</sup>)
    - e. Payroll tax on Labor (percentage of Item 1)
    - f. Sales tax on Materials (percentage of item 3)
    - g. Material costs will be paid to Contractor on the basis of Contractor's actual invoice cost plus percentage mark up.
    - h. All material items shall be listed on the invoice
    - i. Contractor must provide Contractor materials invoice upon County request.
  3. Contractor must obtain County Project Manager written approval prior to commencing any Additional Services.
- C. The County reserves the right to obtain proposals from, and use, alternate sources for any Additional Services.

<sup>1</sup> Equipment rental rates shall be based upon the latest edition of the equipment rental rates published by the State of California, Department of Transportation, and Division of Construction.

<sup>2</sup> Labor rates shall not exceed the General Prevailing Wage Rates and shall be supported by payroll records.

- D. The County reserves the right to utilize the data provided by The Contractor under this Contract to perform additional services using design specifications, engineering specifications, drawings, procedures, schedule, cut sheets, foreseeable problems, labor, justification, and costs for the additional services
- E. If the County authorizes work by an alternate source, the Contractor may be relieved of responsibilities affected by the project while work is being performed and during the subsequent warranty period.
- F. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- G. Upon completion of any Additional Services, whether by Contractor or an alternative source, the County's Project Manager and the Contractor will inspect the finished services at no additional cost to the County. Upon mutual acceptance of the Additional Services, the Contractor shall again be responsible for all services covered under this Contract.

VI. SUPPLIES AND MATERIALS

A. Supplies:

- 1. Contractor shall furnish at its expense all of the materials and supplies required to perform Services, to include but not be limited to irrigation system repairs, irrigation system damage, fertilization, vegetation control chemicals, pest control chemicals, turf grass seed or sod, plants, shrubs, and ground cover.
- 2. Contractor material and equipment shall NOT be stocked at JWA site.
- 3. NOTE: The Contractor shall provide copies of MSDS (Material Safety Data Sheets) for all chemicals used in the performance of this work to each employee in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200.

B. Materials:

- 1. Top soil shall be:
  - a. On-site (or imported) soil material that could be used in the planting mixes for backfill of trees, shrubs and ground cover.
  - b. Fertile, friable, well-drained soil of uniform quality, free of rocks over 1½ inch, oils, chemicals, toxic substances and/or other deleterious materials.
  - c. Chemically tested for:
    - 1. Salinity less than 4.0 using Saturation Extract Conductivity (ECe X 103 @ 25°C)
    - 2. Sodium less than 9.0 (Sodium Absorption Ratio)
    - 3. Boron less than 11.0 ppm (Saturated Extract Concentration)
    - 4. pH of Saturated Paste from 5.5 to 7.5
- 2. Organic compost shall be:
  - a. Chicken manure compost or mushroom compost
  - b. Low in salts, low in heavy metals, free of weed seeds, free of pathogens and other deleterious materials
  - c. Humus material will have a minimum ash content of 8% and a maximum ash content of 50%.
  - d. Chemically tested for:
    - 1. Salt, the salt shall contain less than 5 millimho/cm @ 25°C, and the ECe level shall be less than 5 on a saturated paste extract.
      - i. If the concentration of sodium chloride is 50% or less on an equivalent basis in the saturation extract, the maximum level of acceptable salinity shall be 7.5 millimho/cm @ 25°C;

- ii. If the concentration of sodium chloride is 25% or less on an equivalent basis in the saturation extract, the maximum level of acceptable salinity shall be 10 millimho/cm @ 25°C;
    - iii. If the concentration of calcium sulfite in the saturation extract is greater than 25 milliequivalents per liter, the maximum level of salinity can be increased 3 millimho/cm @ 25°C.
  2. Boron less than 1.0 ppm (Saturation Extract Concentration)
  3. Silicon content less than 10%
  4. pH between 4.0 and 7.5
- e. Unacceptable materials:
  1. Calcium carbonate for alkaline soils
  2. Redwood or cedar
  3. Sludge based materials
3. Wood chip mulch shall be medium grind ground tree and shrub trimmings, one-half (1/2) inch to one (1) inch in diameter free from dirt, debris, chemicals, or other materials, "0-2 Forest Floor" or approved equal.
4. Gypsum shall be agricultural grade containing a minimum of 80% calcium sulfate.
5. Ammonium shall be commercial grade containing approximately 34% ammonia.
6. Plants (shrubs, trees, ground cover, etc.) shall be:
  - a. Nursery grown in accordance with good horticultural practices under climatic conditions similar to those on site
  - b. Exceptionally heavy, symmetrical, tightly knit, and trained for development and appearance to be superior in form, number of branches, compactness and symmetry
  - c. Sound, healthy, vigorous, well-branched and densely foliated
  - d. Free from disease, insect pests, eggs or larvae
  - e. Healthy with a well-developed root system
  - f. Free from physical damage or adverse conditions which would prevent growth
  - g. Grown in containers of the specified sizes for at least six (6) months but less than two (2) years
  - h. Free of kinked, circling, or girdling roots with no evidence of a pot-bound condition
  - i. Free from multiple leaders (trees and shrubs) unless specified and free from damaged or crooked leaders.
  - j. Free from abrasions, sunscalds, disfiguring knots, calluses, etc.
7. Fertilizer tablets shall be "Agriform" 21 gram tablets with 20-10-5 (N-P-K) formula or approved equal.
8. Polyacrylamide soil conditioner or equivalent shall be a 250 ppm solution.
  - a. Method 1 (Tank) – 2 pounds per 1,000 gallon of water
  - b. Method 2 (Barrel) – ¼ cup per 30 gallons of water
  - c. Polyacrylamide soil conditioner powder shall be thoroughly dissolved and uniformly distributed throughout the solution.
9. Tree stakes shall be Lodgepole Pine with a ten (10) inch tapered driving point and chamfered top and treated with copper naphthanate or pentachlorophenol, i.e. green coloring.
10. Cinch ties shall be rubber thirty-six (36) inches long.
11. Deadmen shall be Locust, Catalpa, Cedar, or Redwood with one ¾" X 4" galvanized eyebolt centered and secured on its side with screw type galvanized steel ground anchor or universal ground anchor.
12. Guy cables shall be 1 X 19 Aircord.
13. Turnbuckles shall be galvanized or dip-painted and weldless.

14. Cable clamps shall be galvanized or copper.
15. Guy covers shall be plastic tubing 3/8" diameter and 3' long.

## VII. RENOVATION SERVICES

- A. Contractor shall complete the following tasks at the beginning of the Contract as specified below:
  1. Root pruning of the Phoenix Canariensis and Phoenix Reclinata Palms.
    - a. John Wayne Airport has ten (10) Phoenix Canariensis and two (2) Phoenix Reclinata palms. Each palm is planted in front of the terminal with irrigation to consider and protect. Roots are to be pruned from the trunk to the edge of the planter at a depth of two feet below the sidewalk surface.
    - b. Remove roots and soil, and dispose of off the JWA Facility.
    - c. Irrigation:
      1. Irrigation to be replaced with Netafim drip irrigation system.
      2. Ensure irrigation system is in working order prior to replacing soil.
    - d. Replacement of the soil:
      1. Bottom layer to be of serial sand.
      2. Top layer to be six inches (6") of planter mix.
      3. Soil will be compacted to eliminate air pockets.
      4. Soil Surface will be six inches (6") below the top of the planter.
    - e. All work will be done with tarps for the protection of the concrete from stains.
    - f. All equipment must be sterilized with a 50% bleach solution for five (5) minutes.
    - g. No vehicles will be permitted on the concrete.
    - h. Work and clean up will be restricted to the hours between 11:00 PM and 5:30 AM.
  2. The Contractor shall provide four (4) flats of color to be replaced at the Pilot's Lounge location four (4) times a year in three-month intervals during the term of this Contract. The first color change shall be within ninety (90) days from the Contract execution date and the remaining nineteen (19) color changes shall be planted each three months after the first color change.
  3. The Contractor shall provide and install 400 one gallon plants, shrubs, etc., 250 five gallon plants, shrubs, etc, and 160 fifteen gallon plants, shrubs, etc. of the similar variety existing currently in various JWA locations as designated by the County Project Manager to restore the missing and damaged landscape. This service shall be provided annually either in the beginning of each year or throughout the year, as required by the County.
  4. The Contractor shall renovate all areas that contain honeysuckle and weeds. The Contractor shall kill and remove all existing plants and weeds. The Contractor shall then fertilize and replant the areas. The Contractor shall purchase and replant all required areas. The Contractor shall renovate 5 acres of honeysuckle and ground cover and replant a quantity that will completely cover all bare dirt within twelve (12) months of planting. The Contractor shall have all honeysuckle areas planted within 120 days from the execution of the Contract.

## VIII. HEALTH AND SAFETY PROVISIONS

- A. Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used will comply with the Occupational Safety & Health Administration (OSHA) requirements, and federal and state safety orders.
- B. The Contractor will have at the work site copies of or suitable extracts of "Construction Safety Orders" and "General Industry Safety Orders" issued by the California State Division of

Industrial Safety. The Contractor will comply with the provisions of these and all other applicable laws, ordinances, and regulations.

- C. **SAFETY PLAN.** The Contractor will submit for approval, prior to beginning the Landscape Maintenance Contract, a comprehensive Safety Plan outlining code of safe work practices and procedures as listed in Appendix C: Code of Safe Practices in the Guide to Developing Your Workplace Injury and Illness Prevention Program, Title 8, Section 1509, Industrial and Illness Prevent Program, Subchapter 4, Construction Safety Orders, Article 3, General, for all activities including, but not limited to, trenching and shoring, fall protection, confined space entry, hazardous materials, night work, and lockout block-out. The plan will provide a list of competent persons for activities for which competent persons are defined and are required by state law including, persons responsible for the application of pesticides, herbicides, fungicides and fertilizers.

1. The Safety Plan is to contain directions to the closest hospital and provide a map showing the JWA and the location of hospitals. Information regarding spill response and hazardous materials is to be included. The plan will be reviewed and signed by all personnel entering Airport property. The plan will identify the projects included in the Safety Plan, describe operational safety during the activity, and limitations of work area. It will provide a method for the identification of Contractor's vehicles, and it will list safety considerations to be discussed at a conference at the beginning of the Contract service period and at subsequent safety meetings. The plan must include training and necessary licensing and certification for all persons handling and applying pesticides, herbicides, fungicides and fertilizers or other hazardous materials. All safety and hazardous materials training must be documented.

- D. **SAFETY MEETINGS.** Safety meetings will be held and documented at the start of the Contract and at regularly scheduled times as described in the Safety Plan and at the introduction of new personnel on site. The meetings will cover the items in the Safety Plan. This is also a good time to review the JWA environmental requirements (such as not hosing down work areas, etc.).

#### IX. HAZARDOUS MATERIALS OR SUBSTANCES

- A. Contractor will comply with all material usage limitations; permit record keeping, and reporting requirements imposed by federal, state, and local laws and regulations. Before bringing any material subject to requirements under this section onto the job site, the Contractor is to notify the Airport what type and quality of material will be used and shall provide the Airport with the Manufacturer's Material Safety Data Sheets as required by law.
- B. Compliance with Environmental Laws: Contractor agrees to accept full responsibility for compliance with all applicable Environmental Laws, rules regulations, restrictions, and ordinances relating to Hazardous Materials. Contractor shall comply with all such Environmental Laws, rules and regulations, including, but not limited to, those applicable to:
1. underground storage tanks, pipelines, pumps and other equipment, and
  2. the storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants, coolants, pesticides, herbicides, fertilizers, batteries and/or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.

- C. Remediation: Contractor agrees that is shall be responsible for the clean-up, removal and remediation of any Hazardous Materials or contamination caused by the Contractor or any of its subcontractors or agents.
- D. Environmental Indemnification: Contractor shall indemnify, defend and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses arising from its actions including without limitation, business interruption, diminution in value of the County property, and sums paid in settlement of claims, attorney's fees, consultant fees and expert witness fees as a result of the release or spilling of contamination of Hazardous Materials upon or within County property except that Contractor's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Contract, the subject of ongoing investigation and remediation by third parties that are not affiliated with Contractor. This indemnification includes, without limitation, reasonable attorney's fees and costs, costs incurred by County in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or legal governmental entity because of Hazardous Materials being present in the soil or groundwater or under the site of other affected County property. The indemnification shall survive the termination of the Contract.

X. ADDITIONAL SAFETY

- A. The Contractor shall adhere to JWA's safety and security standards by having all equipment, tools, and materials in the Technician's immediate possession at all times.
- B. The Contractor shall provide and place all necessary safety and traffic control equipment required to protect its employees, the public, and surrounding areas.
- C. The Contractor shall be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by the Contractor during the performance of work at JWA.
- D. The Contractor shall remove from John Wayne Airport, and properly dispose of, all trash and debris generated from its operations prior to the end of each workday at the Contractor's expense. John Wayne Airport trash dumpsters shall not be used for this purpose.

XI. JOHN WAYNE AIRPORT QUALITY ASSURANCE

A. Consequences of Contractor's Failure to Perform Required Services

The Contractor shall perform the Scope of Work requirements as described herein. John Wayne Airport will deduct an amount from the Contractors invoice or otherwise withhold payment for unsatisfactory or non-performed work.

**ATTACHMENT B  
CONTRACTOR’S PRICING**

I. **COMPENSATION:** This is an all-inclusive, firm fixed price Contract between the County and Contractor for Landscape Maintenance Services, as set forth in Attachment A, “Scope of Work”.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall not pay any sum in excess of the Fixed Prices specified below, unless work is authorized by County’s Project Manager in accordance with the Attachment A, Section V “Additional Services”, or unless authorized by amendment in accordance with Paragraphs 29 and 44 of the Contract Terms and Conditions.**

II. **PAYMENT TERMS:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment is as follows:

a. **LANDSCAPE MAINTENANCE SERVICES**

~~i. Total Monthly Fixed Price \_\_\_\_\_ \$ 34,400.93~~

~~1. Total Annual Fixed Price \_\_\_\_\_ \$ 412,811.16~~

~~(Monthly Fixed Price multiplied by 12 months)~~

~~2. Total Fixed Price for Three Years \_\_\_\_\_ \$ 1,238,433.48~~

~~(Annual Fixed Price multiplied by 3 years)~~

~~a. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.~~

~~b. Regular Hours shall mean Monday through Friday 8:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 7:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July~~

**a. LANDSCAPE MAINTENANCE SERVICES**

ii. Effective 9/11/07 to 9/10/10 - Monthly Fixed Price: \$34,400.93

Total Annual Fixed Price: \$412,811.16  
(Monthly Fixed Price multiplied by 12 months)

Total Fixed Price for Three Years: \$1,238,433.48  
(Annual Fixed Price multiplied by 3 years)

ii. Effective 9/11/10 to 9/10/11- Monthly Fixed Price: \$34,400.93

Total Annual Fixed Price: \$ 412,811.16

(Monthly Fixed Price multiplied by 12 months)

iii. Effective 9/11/11 to 9/10/12 - Monthly Fixed Price: \$30,960.84  
(Monthly Fixed Price multiplied by 12 months)

Total Annual Fixed Price: \$ 371,530.08

b. **RENOVATION SERVICES:** Root pruning of the ten (10) Phoenix Canariensis and two (2) Phoenix Reclinita Palms directly in front of the terminal in the sidewalk area.

i. \$ 24,360.00 /total service

c. **ADDITIONAL SERVICES:** Any additional labor, tools, equipment, etc. not listed below must be approved by the County Project Manager in accordance with Attachment A, "Scope of Work", section V.

~~i. Additional Services shall not exceed \$ 61,922.00~~

~~ii. Time~~

~~1. Regular Hourly Rate \$ 25.00~~

~~2. After Hours Hourly Rate \$ 37.50~~

~~3. Holiday Hourly Rate \$ 50.00~~

~~a. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal to portal basis, and shall be computed to the nearest one quarter (1/4) hour.~~

~~b. Regular Hours shall mean Monday through Friday 8:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 7:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July~~

~~d. TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: \$ 1,324,715.48~~

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Regular Hours shall mean Monday through Friday 8:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 7:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July

Additional Services shall not exceed:

i. Effective 9/11/07 to 9/10/11 (\$20,640.67 per year): \$61,922.00

4. Regular Hourly Rate \$25.00

5. After Hours Hourly Rate \$37.50

6. Holiday Hourly Rate \$50.00

ii. Effective 9/11/11 – 9/10/12: \$18,576.92

1. Regular Hourly Rate \$22.50

2. After Hours Hourly Rate	<u>\$33.75</u>
3. Holiday Hourly Rate	<u>\$45.00</u>

**d. TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: \$ 2,127,633.64**

III. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

IV. **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 the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. **CONTRACTOR’S EXPENSE:** The 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.

VI. **PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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

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

VII. **INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor’s letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from (a), above
- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number
- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

John Wayne Airport  
Attn: Accounting Services  
3160 Airway Ave.  
Costa Mesa CA 92626

- VIII. **SCHEDULE OF DEDUCTIONS:** The Schedule of Deduction, attached hereto as Attachment D, will aid the County in understanding the cost allocation for the different items that the Contractor will be performing under this Contract. Contractor's associated cost for each service task identified is specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that the Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Attachment D, Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

**ATTACHMENT C  
STAFFING PLAN/SUBCONTRACTOR INFORMATION**

**1. KEY PERSONNEL TO PERFORM CONTRACT DUTIES**

Name	Classification/Designation
Sergio Hernandez	Project Manager
Nabor Garcia	Supervisor
Jose Sicairos	Landscape Irrigation Laborer

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

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

**2. SUBCONTRACTOR(S)**

**In accordance with Article 35, “Assignment or Sub-Contracting”, listed below are Sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A.**

Subcontractor Company Name /Location Address	Contact Name and Telephone Number	Division of Work or Trade
N/A		

As required by California State Law, the General Contractor will state above the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the General Contractor’s total bid and will state the firm name and principal location of the office of each. If a General Contractor fails to specify a subcontractor or if he specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself. The Contractor shall not, without the consent of County either: 1.) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated above; or, 2.) Permit any subcontract to be assigned or transferred allow it to be performed by anyone other than the original Subcontractor listed above.

**ATTACHMENT D**  
**SCHEDULE OF DEDUCTIONS**

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

GENERAL MAINTENANCE:	LOCATION(S)	MINIMUM FREQUENCY	UNIT COST	TOTAL ANNUAL FIXED PRICE
Clean Sidewalks	All, except front of Terminal	Weekly	\$ 230.22	\$ 11,971.44
Remove Trash Litter	All, except front of Terminal	Weekly	\$ 460.43	\$ 23,942.36
Sweep Sidewalks	All, except front of Terminal	Monthly	\$ 447.20	\$ 5,366.40
<b>LANDSCAPE MAINTENANCE</b>				
Leaching	All Property	Quarterly	\$ 2,012.00	\$ 8,049.60
Fertilization	All Property	Five Times per Year	\$ 3,863.80	\$ 19,319.00
Weeds	All Property	As required	\$ 2,146.56	\$ 2,146.56
Rodents & Pest	All Property	As required	\$ 2,146.56	\$ 2,146.56
Insects & Disease	All Property	As required	\$ 2,146.56	\$ 2,146.56
Fungicide (Pittosporum)	All Property	Eight Times per Year	\$ 1,006.20	\$ 8,049.60
Maintain Mulch Under Shrubs	All Property	Monthly	\$ 983.84	\$ 11,806.08
<b>TREE MAINTENANCE, EXCLUDING PALM TREES</b>				
Tree Well	All Property	Monthly	\$ 2,442.40	\$ 29,308.80
Soil drenching with Merit	All Eucalyptus trees	Annually	\$ 11,971.20	\$ 11,971.20
<b>TREE PRUNING SERVICES (ANNUAL)</b>				
Trimmed/Shaped/Thinned	All Property	Annually	\$ 29,308.80	\$ 29,308.80
Clearance (Horiz/ Vert)	All Property	As required	\$ 5,985.60	\$ 5,985.60
Damaged Limb Removal	All Property	As required	\$ 5,985.60	\$ 5,985.60
<b>PALM TREE MAINTENANCE</b>				
Inspect Condition	3160, Terminal, Kennel	Weekly	\$ 83.35	\$ 4,334.20
Leaching	3160, Terminal, Kennel	Four Times per Year	\$ 825.60	\$ 3,302.40
Subdrain System	3160, Terminal, Kennel	8X per Year & Rain Periods	\$ 804.96	\$ 8,049.60
Fertilization	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Insect & Disease Control	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Damaged/ Diseased Fronds	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Clearance (Horiz/ Vert)	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Trim	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Removal of Fruit	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60

County of Orange, John Wayne Airport  
TruGreen LandCare

N100008909  
Attachment D

TURF GRASS MAINTENANCE		LOCATION(S)	MINIMUM FREQUENCY	UNIT PRICE	ANNUAL TOTAL PRICE
	Mowing	All Property	Weekly & Bi-weekly	\$ 1,145.52	\$ 45,820.80
	Edging	All Property	Weekly & Bi-weekly	\$ 588.24	\$ 23,529.60
	Leaching	All Property	Quarterly	\$ 1,238.40	\$ 4,953.60
	Aeration	All Property	Annually	\$ 1,238.40	\$ 1,238.40
	Dethatch	All Property	Annually	\$ 6,192.00	\$ 6,192.00
	Reseed	All Property	Annually	\$ 6,192.00	\$ 6,192.00
	Fertilization – Ammonium Nitrateper	All Property	Five Times per Year	\$ 2,229.12	\$ 11,145.60
	Fertilization – Complete	All Property	Five Times per Year	\$ 2,229.12	\$ 11,145.60
	Weeds	All Property	Two Time per Year/As required	\$ 4,334.40	\$ 8,668.80
	Rodents & Pest	All Property	As required	\$ 2,476.80	\$ 2,476.80
	Insects & Disease	All Property	As required	\$ 2,476.80	\$ 2,476.80
<b>SHRUB PRUNING</b>					
	Trimmed/Shaped/Thinned	All Property	Two Times per Year	\$ 1,032.00	\$ 2,064.00
	Clearance (Horz/ Vert)	All Property	As necessary	\$ 894.50	\$ 894.50
	Bird-Paradise	All Property	As necessary	\$ 894.50	\$ 894.50
	Bougainvillea	All Property	As necessary	\$ 894.50	\$ 894.50
	Honeysuckle	All Property	As necessary	\$ 894.50	\$ 894.50
	Hedges	All Property	As necessary	\$ 894.50	\$ 894.50
	Trumpet Vines	All Property	As necessary	\$ 894.50	\$ 894.50
	Cultivation	Areas in front of A1 & B1 Parking	Weekly	\$ 531.88	\$ 27,657.76
	Leaves Raked	Under All Shrubs	Monthly	\$ 516.00	\$ 6,192.00
<b>IRRIGATION SYSTEM</b>					
	Inspect & Test System	Where required	Weekly	\$ 571.57	\$ 29,721.64
	Preventative Maintenance	Where required	Quarterly	\$ 1,135.20	\$ 4,540.80
	Monitor Requirements	Probe testing, Clock settings	Monthly	\$ 584.80	\$ 7,017.60
<b>SPECIAL REPORTS</b>					
	Soil Analysis	All Property	Annually	\$ 165.12	\$ 165.12
	Insect & Disease Log	All Property	Monthly	\$ 92.88	\$ 1,114.56
	Palm Tree Sump Log	3160 & Terminal	Monthly	\$ 92.88	\$ 1,114.56
	Soil Probe Test & Log	All Property	Monthly	\$ 92.88	\$ 1,114.56
	Pesticide/ Fungicide Log	All Property	Monthly	\$ 92.88	\$ 1,114.56
	Fertilizer Use Log	All Property	Monthly	\$ 92.88	\$ 1,114.56
	Daily Log-in Sheet		Daily	\$ 9.21	\$ 2,394.60
	Training Meetings		Annually	\$ 92.56	\$ 92.56
	Safety Meetings		Weekly on site	\$ 41.32	\$ 41.32
			TOTAL ANNUAL COST:		\$ 412,811.16

**Attachment E  
Summary of Special Reports**

1. SOIL ANALYSIS: (To be submitted to the County Project Manager)
  - A. A soil analysis shall be performed each year during the first week in February to determine actual soil conditions and determine possible adjustments required for fertilization.
  - B. Contractor shall take soil samples from each landscape area.
  - C. Contractor shall have a soil fertility analysis performed on each soil sample by an independent testing laboratory.
  - D. Contractor shall submit a copy of the soil fertility analysis, which shall include fertilization recommendations, to the County within 21 days of the Contract execution date.
 

Analysis and recommendations shall specifically address each type of landscaping and specific areas.

    - 1) Turf grass
    - 2) Trees
    - 3) Shrubs
    - 4) Vines
    - 5) Palm trees
  - E. County may initiate changes in the fertilization specifications based upon the results of the soil fertility analysis.
2. MONTHLY INSPECTION LOG – INSECTS and DISEASES:
  - A. Contractor shall inspect and treat for insects and diseases on an ongoing basis as required by the specifications.
  - B. Contractor shall record all insect infestations and diseases, and their treatments on an ongoing basis.
  - C. Contractor shall submit the Insect and Disease Inspection Log each month with its request for payment.
3. MONTHLY INSPECTION LOG – PALM TREE SUMPS:
  - A. Contractor shall inspect the palm tree sumps as required by the specifications.
  - B. Contractor shall prepare and submit a copy of the Palm Tree Sump Inspection Log each month with its request for payment.
4. MONTHLY INSPECTION LOG – SOIL PROBE:
  - A. Contractor shall perform soil probes on an ongoing basis as required by the specifications.
  - B. Contractor shall record results from the soil probes on an ongoing basis.
  - C. Contractor shall submit the Soil Probe Inspection Log each month with its request for payment.

5. MONTHLY PESTICIDE/ FUNGICIDE LOG SHEET (Contractor to submit each monthly with its request for payment)
  - A. Sheet will have the following:
    - Brand Name
    - Location
    - Element Breakdown
    - Rate
    - Amount used
  
6. MONTHLY FERITLIZER LOG SHEET (Contractor to submit each monthly with its request for payment)
  - A. Sheet will have the following:
    - Brand Name
    - Location
    - Element Breakdown
    - Rate
    - Amount used
  
7. DAILY STAFF LOG SHEET (to be turned in to County Project Manager, daily)
  - A. Sheet will have the following:
    - Name of worker
    - Location of work
    - Date of service
  
8. STAFF TRAINING LOG (Contractor to turn in to County Project Manager Bi-Annually)
  - A. Sheet will have the following:
    - Name of worker(s)
    - Date of training
    - Type of training
    - Certificate (copy to JWA)
  
9. SAFETY TRAINING LOG (Contractor to turn in to County Project Manager Bi-Annually)
  - A. Sheet will have the following:
    - Name of worker(s)
    - Topics
    - Dates

**ATTACHMENT F  
LANDSCAPE MAINTENANCE  
MODEL PROCEDURES  
BEST MANAGEMENT PRACTICES**

## FP-2



### LANDSCAPE MAINTENANCE

1. **The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to the storm drain system and receiving waters. Landscape maintenance practices may involve one or more of the following activities:**
  - a. **Mowing, Trimming/Weeding, and Planting**
  - b. **Irrigation**
  - c. **Fertilizer and Pesticide Management**
  - d. **Managing Landscape Waste**
2. **POLLUTION PREVENTION:**
  - a. Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for landscape maintenance include:
    - b.  Implement an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools. Refer to Appendix D, Fertilizer and Pesticide Management Guidance for further details.
    - c.  Choose low water using flowers, trees, shrubs, and groundcover.
    - d.  Appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) will preserve the landscapes water efficiency.
    - e.   Once per year, educate municipal staff on pollution prevention measures.
3. **MODEL PROCEDURES:**
  - a. **Mowing, Trimming/Weeding, and Planting**
    - i.  Whenever possible, use mechanical methods of vegetation removal rather than applying

herbicides. Use hand weeding where practical.

- ii. ♦ When conducting mechanical or manual weed control, avoid loosening the soil, which could erode into streams or storm drains.
  - iii. ♦ Use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
  - iv. ♦ Do not blow or rake leaves, etc. into the street or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.
  - v. ♦ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
  - vi. ♦ Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.
  - vii. Planting ♦ Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting ornamental vegetation.
  - viii. ♦ When planting or replanting consider using low water use groundcovers.
- b. Optional:
- i.  Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.
- c. Irrigation
- i. ♦ Utilize water delivery rates that do not exceed the infiltration rate of the soil.
  - ii. ♦ Use timers appropriately or a drip system to prevent runoff and then only irrigate as much as is needed.
  - iii. ♦ Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering, and repair leaks in the irrigation system as soon as they are observed.
  - iv. ♦ Where practical, use automatic timers to minimize runoff.
  - v. ♦ Use popup sprinkler heads in areas with a lot of activity or where there is a chance the pipes may be broken. Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
  - vi. ♦ If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
  - vii. ♦ If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.

d. Fertilizer and Pesticide Management

- i. Usage ♦ Utilize a comprehensive management system that incorporates integrated pest management techniques.
- ii. ♦ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- iii. ♦ Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- iv. ♦ Pesticide application must be under the supervision of a California qualified pesticide applicator.
- v. ♦ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- vi. ♦ Do not mix or prepare pesticides or fertilizers for application near storm drains.
- vii. ♦ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- viii. ♦ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ix. ♦ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- x. ♦ Periodically test soils for determining proper fertilizer use.
- xi. ♦ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- xii. ♦ Inspect pesticide/fertilizer equipment and transportation vehicles daily.
- xiii. ♦ Refer to Appendix D for further guidance on Fertilizer and Pesticide management

e. Optional:

- i.  Work fertilizers into the soil rather than dumping or broadcasting them onto the surface.
- ii.  Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seed-head weevils, and spiders prey on detrimental pest species).
- iii.   Use slow release fertilizers whenever possible to minimize leaching.
- iv.

f. Scheduling

- i. ♦ Do not use pesticides if rain is expected within 24 hours. ♦ Apply pesticides only when wind speeds are low (less than 5 mph).

Disposal

- ii. ♦ Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- iii. ♦ Triple rinse containers and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- iv. ♦ Dispose of empty pesticide containers according to the instructions on the container label.

- v. Managing Landscape Waste
  - vi. ♦ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into waterways or storm drainage systems.
  - vii. Also see Waste Handling ♦ Place temporarily stockpiled material away from watercourses and storm and Disposal procedure drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- g. Sheet
- i. ♦ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming.
  - ii. ♦ Inspection of drainage facilities should be conducted to detect illegal dumping of clippings/cuttings in or near these facilities. Materials found should be picked up and properly disposed of.
  - iii. ♦ Landscape wastes in and around storm drain inlets should be avoided by either using bagging equipment or by manually picking up the material.
- h. Erosion Control
- i. ♦ Maintain vegetative cover on medians and embankments to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff.
- i. Also see Waste Handling and Disposal procedure ♦ Minimize the use of disking as a means of vegetation management because sheet the practice may result in eroding barren soil.
- i. ♦ Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.
  - ii. LIMITATIONS:
  - iii. Alternative pest/weed controls may not be available, suitable, or effective in every case.
4. REFERENCES:
- a. *California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. July 1993.*
  - b. *County of Orange. 2000. Public Facilities and Resources Department, Management Guidelines for the Use of Fertilizers and Pesticides. September.*
  - c. *King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>*
  - d. *Los Angeles County Stormwater Quality Model Programs. Public Agency Activities [http://ladpw.org/wmd/npdes/model\\_links.cfm](http://ladpw.org/wmd/npdes/model_links.cfm)*
  - e. *Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.*
  - f. *Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff*

Management Plan. September 1997, updated October 2000.

**5. IC7. LANDSCAPE MAINTENANCE**

**a. Best Management Practices (BMPs)**

- i. A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner<sup>1</sup>. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.
- ii. The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	x
Oxygen Demanding	x

**b. MINIMUM BEST MANAGEMENT PRACTICES**

- i. Pollution Prevention/Good Housekeeping
  - 1.   Properly store and dispose of gardening wastes.
  - 2.  Use mulch or other erosion control measures on exposed soils.
  - 3.   Properly manage irrigation and runoff.
  - 4.   Properly store and dispose of chemicals.
  - 5.   Properly manage pesticide and herbicide use.
  - 6.   Properly manage fertilizer use.  
Stencil storm drains Training
  - 7.  Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
  - 8.  Provide on-going employee training in pollution prevention.
- ii. Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.
- iii. Take steps to reduce landscape maintenance requirements.
  - 1.  Where feasible, retain and/or plant native vegetation with features that are determined to be beneficial. Native vegetation usually requires less maintenance than planting new vegetation.

2.   When planting or replanting consider using low water use flowers, trees, shrubs, and groundcovers.
  3.   Consider alternative landscaping techniques such as naturescaping and xeriscaping.
- iv. Properly store and dispose of gardening wastes.
1.  Dispose of grass clippings, leaves, sticks, or other collected vegetation as garbage at a permitted landfill or by composting.
  2.   Do not dispose of gardening wastes in streets, waterways, or storm drainage systems.
  3.  Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm and/or cover.
- v. 3. Use mulch or other erosion control measures on exposed soils.
- vi. EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

**c. IC7 Landscape Maintenance**

**i. Properly manage irrigation and runoff.**

1.   Irrigate slowly or pulse irrigate so the infiltration rate of the soil is not exceeded.
2.   Inspect irrigation system regularly for leaks and to ensure that excessive runoff is not occurring.
3.   If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
4.  If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.
5.   Use automatic timers to minimize runoff.
6.  Use popup sprinkler heads in areas with a lot of activity or where pipes may be broken. Consider the use of mechanisms that reduce water flow to broken sprinkler heads.

**ii. Properly store and dispose of chemicals.**

1.  Implement storage requirements for pesticide products with guidance from the local fire department and/or County Agricultural Commissioner.
2.   Provide secondary containment for chemical storage.
3.   Dispose of empty containers according to the instructions on the container label.
4.   Triple rinse containers and use rinse water as product.

**iii. Properly manage pesticide and herbicide use.**

1.  Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and herbicides and training of applicators and pest control advisors.
2.   Follow manufacturers' recommendations and label directions.
3.  Use pesticides only if there is an actual pest problem (not on a regular

preventative schedule). When applicable use less toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible. Use the minimum amount of chemicals needed for the job.

4.   Do not apply pesticides if rain is expected or if wind speeds are above 5 mph.
5.  Do not mix or prepare pesticides for application near storm drains. Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the targeted pest.
6.  Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.
7.  Do not apply any chemicals directly to surface waters, unless the application is approved and permitted by the state. Do not spray pesticides within 100 feet of open waters.
8.  Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
9.  When conducting mechanical or manual weed control, avoid loosening the soil, which could lead to erosion.
10.   Purchase only the amount of pesticide that you can reasonably use in a given time period.
11.  Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.
12. 7. Properly manage fertilizer use.
13.  Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers.
14.   Follow manufacturers' recommendations and label directions.
15.  Employ techniques to minimize off-target application (e.g. spray drift) of fertilizer, including consideration of alternative application techniques. Calibrate fertilizer distributors to avoid excessive application.
16.   Periodically test soils for determining proper fertilizer use.
17.   Fertilizers should be worked into the soil rather than dumped or broadcast onto the surface.
18.  Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
19.   Use slow release fertilizers whenever possible to minimize leaching

#### **d. IC7 Landscape Maintenance**

##### **i. Incorporate the following integrated pest management techniques where appropriate:**

1.   Mulching can be used to prevent weeds where turf is absent.
2.  Remove insects by hand and place in soapy water or vegetable oil. Alternatively, remove insects with water or vacuum them off the plants.
3.   Use species-specific traps (e.g. pheromone-based traps or colored sticky

cards).

4.  Sprinkle the ground surface with abrasive diatomaceous earth to prevent infestations by soft-bodied insects and slugs. Slugs also can be trapped in small cups filled with beer that are set in the ground so the slugs can get in easily.
5.  In cases where microscopic parasites, such as bacteria and fungi, are causing damage to plants, the affected plant material can be removed and disposed of (pruning equipment should be disinfected with bleach to prevent spreading the disease organism).
6.   Small mammals and birds can be excluded using fences, netting, and tree trunk guards.
7.  Promote beneficial organisms, such as bats, birds, green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders that prey on detrimental pest species.

#### ii. **Training**

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Educate and train employees on the use of pesticides and pesticide application techniques. Only employees properly trained to use pesticides can apply them.
3. Train and encourage employees to use integrated pest management techniques.
4. Train employees on proper spill containment and cleanup.
  - a.  Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
  - b.  Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
  - c.   BMP IC17 discusses Spill Prevention and Control in detail.
5. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
6. Use a training log or similar method to document training.

#### e. **Stencil storm drains**

- i. Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

#### ii. **References**

1. California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003. [www.cabmphandbooks.com](http://www.cabmphandbooks.com)
2. California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.
3. King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface

Water Management. July 1995. On-line:  
<http://dnr.metrokc.gov/wlr/dss/spcm.htm>

4. Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

**f. IC7 Landscape Maintenance**

- i. Water Quality Handbook for Nurseries. Oklahoma Cooperative Extension Service. Division of Agricultural Sciences and Natural Resources. Oklahoma State University. E-951. September 1999.

**ii. For additional information contact:**

1. County of Orange  
Watershed & Coastal Resources  
Stormwater Program  
(714)567-6363  
or visit our website at:  
[www.ocwatersheds.com](http://www.ocwatersheds.com)

**ATTACHMENT G  
FERTILIZATION SCHEDULE**

The Contractor shall be issued and must complete all JWA CMMS monthly PMs with the following tasks listed below:

**SPECIAL INSTRUCTIONS:**

1. Review Manufacturer’s instructions, warnings and cautions.
2. Contract administered by JWA

**TOOLS AND MATERIALS:**

1. Ammonium Nitrate [3 lbs per 1,000 sq ft]
2. Best Super-Iron (1-2-0) [15 lbs per 1,000 sq ft]
3. Ammonium Phosphate/ Ammonium Sulfate (13-6-6) [6.5 lbs per 1,000 sq ft]
4. Bone Meal (12-0-0) [25 lbs per 1,000 sq ft]
5. Best Super-Iron (1-2-0) [25 lbs per 1,000 sq ft] or miloganite [50 lbs per 1,000 sq ft]
6. Apex Palm Plus (13-5-8 / 12-2.1-6.60 [As per specs by palm doc.]
7. Best Super-Iron (1-2-0) [0.5 lbs per 1,000 sq ft]
8. Treble Super Phosphate [1.5 lbs per 1,000 sq ft]
9. Nitrohumus [100 lbs per 1,000 sq ft]; cultivate 3 ft into soil
10. Complete Fertilizer (16-6-8);
11. Citrus Food (13-6-6); Ammonium Sulfate [0.5 lbs per inch of trunk]
12. Nitrohumus
13. Miracid

Note: Fertilization for turf, Raphiolepis and vines should match annual soil analysis.

**FERTILIZATION SCHEDULE AND MATERIALS:**

PLANT TYPE:	MONTH											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	* Fertilizer type; see above for number											
TURF GRASS	1	1	10	1	10	10				10	1	1
Camellias			13			13				13		
TREES :												
Citrus “Valencia” (Valencia Orange”			12			12				7/10		
Eucalyptus Maculate (Spotted Gum)			7							7		
Ficus Rubiginosa (Rusty Leaf Fig)			7							7		
Geijera Parviflora (Australian Willow) - TBD												
Ulmus Parvifolia (True Green Elm) - TBD												
SHRUBS:												
Agapanthus Aficanus			7		7					7		
Buxus Japaponica – TBD												
Hermerocalis (Daylily) – TBD												

Hibiscus (Hula Girl)			5				5		9		
Ligustrum (Texas Privet)									5		
Nerium (Oleander) – TBD											
Pittosporum Undulatum (Victorian Box)			5						5/9		
Pittosporum Tobia (Wheeler’s Dwarf) – TBD											
Pittosporum Tobira (Japanese Mock Orange) – TBD											
Raphiolepis (Indian Hawthorne)		2			2				2		
Raphiolepis (Majestic Beauty) – TBD											
Sterlitzia Reginae (Bird of Paradise)			4		4				4		4
VINES:											
Bougainvillea		2			2				2		
Clytostoma (Violet Trumpet)		2			2				2		
Distictis (Red Trumpet)		2			2				2		
Lonicera (Honeysuckle)			2		2		2		9		
Trachelospermum (Jasmine) – TBD											
PALMS:											
Phoenix Canariensis				6			6		6		
Phoenix Reclinita				6			6		6		
Washingtonia Robusta				6			6		6		

TBD = To be determined prior to Contract commencement.

ATTACHMENT H  
INVENTORY

Inventory						
	Thomas F. Riley Terminal 18601 Airport Way Santa Ana, CA	Eddie Martin Administration Building 3160 Airway Avenue Costa Mesa, CA	Fire Station 33 374 Paularino Costa Mesa Ca	366 Paularino Costa Mesa, CA	Other Facilities (i.e. Parking Lots, West Tie down Areas, Jay's Gate, and Pilot Lounge, etc.)	Along Roadside
Festuca Eletior/ Tall Fescue solid sod Marathon II Sq. Ft Turf Grass.	108,900	20,093	2,601	0	1,594	10,000
Sq. Ft. Ground Cover	90,000	1,300	200	300	400	600,000
Agapanthus africanus - Lily of the Nile with blue flowers	10,000	0	200	0	30,000	10,000
Strelitzia Reginae- Bird of Paradise	200	0	0	0	765	830
Sq. Ft. Planter Boxes	16,787	9136	345	0	11,656	0
Photinia fraserii	0	0	0	0	865	123
Morning Glory vine	0	0	0	0	755	323
Lantana	0	0	0	0	565	432
Sq. Ft. Sidewalk	0	2,779	1,200	457	0	0
Sq. Ft. Parking Lot	0	N/A	3,200	2,000	4,000	0
Sq. Ft. Patio	0	3,253	0	0	27,630	0
Citrus "Valencia" Valencia Orange Tree	45	0	0	0	0	0
Eucalyptus maculata Spotted Gum	0	0	0	0	137	350
Ficus rubiginosa - Rusty Leaf Fig	0	0	0	0	0	60
Geijera Parviflora - Australian Willow	10	6	3	2	60	65
Ulmus Parvifolia 'True Green' - rue Green Elm	0	5	3	5	30	0
Washingtonia Robusta Mexican Fan Palm	0	0	0	0	0	64
Phoenix Canariensis Canary Island Palm	0	0	0	0	0	142
Phoenix Reclinata Senegal Date Palm	2	0	0	0	0	0
Queen Palms	0	10	0	0	75	0
Jacaranda mimosifolia Jacaranda	0	5	0	0	53	15

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

**CONTRACT BETWEEN  
THE COUNTY OF ORANGE  
AND  
TRUGREEN LANDCARE  
FOR  
LANDSCAPE MAINTENANCE SERVICES**

THIS Contract N100008909 for Landscape Maintenance Services, hereinafter referred to as (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as (“County”) and TruGreen LandCare, a General Partnership, hereinafter referred to as (“Contractor”), which are sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

**RECITALS**

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

WHEREAS, the County solicited the scope of products and services as set forth herein, and Contractor has represented that it is qualified to provide scope of products and services to the County; and,

WHEREAS, Contractor agrees to provide products and services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor’s Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Scope of Services:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor shall provide to the County Landscape Maintenance Services under a firm fixed price Contract, as set forth herein.
2. **Contract Term:** This Contract shall commence upon execution of all necessary signatures and shall continue for three (3) years from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for two (2) additional one-year periods, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **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.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager, as specified in Article 26, to act as liaison between the County and the Contractor during the term of this Contract and to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract.

This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

6. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 26, 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 under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor Project Manager or Key Personnel be removed from performing services under this Contract. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Personnel. Said approval shall not be unreasonably withheld.

7. **Contractor's Personnel:** The 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 anticipated under this Contract. All Contractor's personnel shall be required to wear uniforms, badges and/or other means of identification which are to be issued and provided by the Contractor and must be worn at all times while working on County property. The County Project Manager must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
8. **Airport Security:** The Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge and a driving permit, if applicable, for access to drive on the ramp.

- a. **Badge Acquisition:** Prior to issuance of a security badge(s), designated Contractor personnel who will be working onsite at the JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation and finger printing (Estimated fee is \$29.00 per person.). Contractor's designated personnel will need to take a 4-hour SIDA training class at JWA, and pass the written test (The estimated fee is \$8.00 per person.) The Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and JWA. Contractor's designated personnel must successfully complete the badge acquisition process within fourteen (14) days of Contract execution, unless other arrangements have been coordinated by the County Project Manager.

- b. **Badge Holder Requirements and Responsibilities:** The Federal Aviation Administration (FAA) approved security program for JWA requires that each person issued a JWA security badge be made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge, unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, or JWA tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA

issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

The JWA security badge is the property of the County of Orange and must be returned upon termination of Contractor personnel employment and/or termination or expiration of Contract at JWA. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge will be issued.

The JWA security badge is nontransferable.

In the event that a Contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge will be charged to the Contractor. Contractor's final payment may be held by JWA or a deduction from the Contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

9. **Conflict of Interest:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

10. **Bonds:**

- a. **Contractor will furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the Contract price.** Bonds must be submitted to County within three (3) County working days of notification of selection of award of Contract but prior to the official Contract award. Said bonds shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to the Office of the County Counsel and the County Risk Management of Orange County and in accordance with the General Conditions.
- b. If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, the Contractor shall promptly furnish such additional security as may be required by County or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

11. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County

will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.

12. **Existing Site Conditions:** Information respecting the site of the work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.
13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
14. **Audits/Inspections:** Contractor agrees to permit the County, which may include the Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County), access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

15. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
16. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
17. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without

first obtaining review and written approval of said news releases from the County through the County's Project Manager.

18. **Reports/Meetings:** In addition to the requirements set forth in the Scope of Work, Attachment A, upon County's request, the Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
19. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.
20. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent (DPA), as specified in Article 26 by way of the following process:
  - a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

21. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either:
  - a. Cancel the stop work order; or
  - b. Terminate the Contract immediately in whole or in part in writing as soon as feasible. County is not required to provide thirty-day (30) days notice of the termination of the Contract to Contractor if a stop work has been issued.
22. **Orderly Termination:** 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and personnel 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 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.
24. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
25. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the County's Project Manager and Contractor's Project Manager 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All

communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: JWA Facilities  
Jack Meurer, Project Manager  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: 949.252.6039  
Email: Jmeurer@ocair.com

cc: JWA/Purchasing  
Attn: Adriana Pineda, DPA  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: 949.252.5154  
Apineda@ocair.com

Contractor: TruGreen LandCare  
Attn: Nabor Garcia/Sergio Hernandez, Project Managers  
1150 W. Trenton Ave.  
Orange, CA 92867  
Phone: 714.628.1010  
Email: Sergiohernandez@LandCare.com

27. **Governing Law and Venue (A):** 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 trial to another County.
28. **Entire Contract (B):** This Contract, including Attachments A, B, C, D, E, F, G and H which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.
29. **Amendments (C):** 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.
30. **Taxes (D):** All prices shall include any applicable sales tax.
31. **Delivery (E):** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and

undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

32. **Acceptance/Payment (F):** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after services have been provided.
33. **Warranty (G):** Contractor expressly warrants that the goods/services 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 indemnittees as identified in paragraph "42" below, and as more fully described in paragraph "42", 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.
34. **Patent/Copyright Materials/Proprietary Infringement (H):** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "42" below, it shall indemnify, defend and hold County and County Indemnittees 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, but not limited to, attorney's fees, costs and expenses.
35. **Assignment or Subcontracting (I):** 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 or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract 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.
36. **Non-Discrimination (J):** 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 all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
37. **Termination (K) :** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
38. **Consent to Breach Not Waiver (L):** 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.

39. **Remedies Not Exclusive (M):** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
40. **Independent Contractor (N):** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
41. **Performance (O):** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
42. **Indemnification (P):** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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 licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

All insurance policies required by this Contract shall waive all rights to subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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 days of notification by JWA/Purchasing, or designee, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty 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.

43. **Bills and Liens (Q):** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "42" 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.
44. **Changes (R):** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
45. **Change of Ownership (S):** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.
46. **Force Majeure (T):** 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.
47. **Confidentiality (U):** 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.
48. **Compliance with Laws (V):** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "42" above, 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.
49. **Freight (F.O.B. Destination) (W):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

50. **Pricing (X):** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
51. **Waiver of Jury Trial (Y):** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
52. **Terms and Conditions (Z):** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
53. **Headings (AA):** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
54. **Severability (BB):** 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.
55. **Calendar Days (CC):** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
56. **Attorneys Fees (DD):** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
57. **Interpretation (EE):** 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 has 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 of 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.
58. **Authority (FF):** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
59. **Hazardous Conditions:** Whenever the Contractor’s operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor’s expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

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

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

Contractor shall provide, install, and maintain all warning devices (i.e., barricades, cones, flashing lights, etc.) required to adequately protect the public, County staff and other workers during the performance of this Contract.

**60. Environmental Definitions:** As used herein the term:

- a. CLEAN WATER ACT (CWA) shall mean the Federal Water Pollution Control Act enacted by Public Law 92-500 as amended by Public Laws 95-217, 95-576, 96483, 97-117; 33USC. 1251 et seq.
- b. NPDES PERMIT shall mean the currently applicable discharge permit(s) issued by the Regional Water Quality Control Board, Santa Ana Region, which establish waste discharge requirements applicable to storm runoff within the County and JWA.
- c. "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including but not limited to County acting in its governmental capacity, the State of California or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.
- d. "Environmental Law" shall mean any federal, state or local law, statute, ordinance, code, judgment, order or regulation pertaining to the environment, Hazardous Substances, Pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, under or about the Airport, and includes, without limitation the following; (i) the CLEAN AIR ACT, 42 USCA §§ 7401, et seq.; (ii) CLEAN WATER ACT, 33 USCA §§ 1251, et seq.; (iii) the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, as amended by the SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 ("CERCLA"), 42 U.S.C. §§9601 et seq.; (iv) 49 CFR, Sections 173.5 (Transportation of Hazardous Materials) (v) the SOLID WASTE DISPOSAL ACT, as amended by the RESOURCE CONSERVATION AND RECOVERY ACT OF 1986 and HAZARDOUS and SOLID WASTE amendments of 1984 ("RCRA"), 42 U.S.C. §§6901, et seq.; (vi) the OIL POLLUTION ACT of 1990, 33 USCA §§ 2701, et seq. (vii) the FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. §§1317, et seq.; (viii) the SAFE DRINKING WATER and TOXIC ENFORCEMENT ACT OF 1986, CALIFORNIA HEALTH AND SAFETY CODE §§25249,5 et seq.; (ix) the CALIFORNIA HEALTH AND SAFETY CODE §§25100, 25395.7, 25915, et seq.; (x) the CALIFORNIA WATER CODE §§1300, et seq.; (xi) the CALIFORNIA CIVIL CODE §§3479, et seq.; (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26, 122.30-37; (xiii) All other state laws, rules, orders, directives, and codes, regulations judgments, and orders relating to (i) emissions, discharges, releases, or threatened

releases of Hazardous Substances into the environment (including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata); and (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Substances, as such laws are amended, and the regulations and administrative codes applicable thereto.

- e. POLLUTANT shall mean any liquid, solid or semi-solid substances, or combination thereof, including and not limited to:
1. Artificial materials (such as floatable plastics, wood products or metal shavings).
  2. Household waste (such as trash, paper, and plastics; cleaning chemicals, yard wastes, animal fecal materials, used oil and fluids from vehicles, lawn mowers and other common household equipment)
  3. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic) with characteristics, which cause an adverse effect on living organisms.
  4. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease).
  5. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor.
  6. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon.
  7. Materials that contain base/neutral or acid extractable organic compounds.
  8. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act; and
  9. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials, in quantities that will interfere with or adversely affect the beneficial uses of the receiving waters, flora or fauna of the State.
- f. PROHIBITED DISCHARGE shall mean any discharge, which contains any pollutant, from public or private property to (i) the storm-water drainage system; (ii) any upstream flow, which is tributary to the storm-water drainage system; (iii) any groundwater, river, stream creek wash or dry weather arroyo, wetlands area, marsh, coastal slough, or (iv) any coastal harbor, bay or the Pacific Ocean.
- g. STORMWATER DRAINAGE SYSTEM shall mean street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of a tributary to the county-wide storm-water runoff system and owned, operated, maintained or controlled by the County of Orange, the Orange County Flood Control District or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of storm-water. The John Wayne Airport (JWA) storm-drain

system shall mean any gutter, channel, storm-drain, constructed drain, wash area, inlet or outlet or other facility that flows into, onto, through or out of the airport property.

- h. NON-STORM WATER DISCHARGE shall mean any discharge to storm sewer systems that is not entirely composed of storm water.
- i. STORM WATER shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.
- j. BEST MANAGEMENT PRACTICES (BMP) shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMP also includes treatment measures, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMP may include any type of pollution prevention and pollution control measure necessary to achieve compliance.

#### **61. Hazardous Substances, Safety, Environmental Compliance, and Indemnity**

- a. Contractor shall comply with all material usage limitations; permit record keeping, and reporting requirements imposed by federal, state, and local laws and regulations. Before bringing any material subject to requirements under this section onto the job site, the Contractor is to notify the Airport what type and quality of material will be used and shall properly post and provide the Airport with the Manufacturer's Material Safety Data Sheet as required by law. Contractor shall use and dispose of all materials in conformance with all applicable codes, rules, regulations, and manufacturer's recommendations.
- b. Compliance with Environmental Laws: Contractor agrees to accept full responsibility for compliance with all applicable Environmental Laws, rules regulations, restrictions, and ordinances relating to Hazardous Materials. Contractor shall comply with all such Environmental Laws, rules and regulations, including, but not limited to, those applicable to the storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, chemicals, domestic or industrial cleaning products, or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.
- c. Remediation: Contractor agrees that it shall be responsible for the cleanup, removal and remediation of any Hazardous Materials or contamination caused by the Contractor or any of its subcontractors or agents.

#### **62. Health and Safety Provisions**

- a. Caution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used, shall comply with the Occupational Safety & Health Administration (OSHA) requirements, and federal and state safety orders.
- b. The Contractor shall have (at the work site) copies of, or suitable extracts of, "General Industry Safety Orders" issued by the California State Division of Industrial Safety. The Contractor shall comply with the provisions of these and all other applicable laws, ordinances, and regulations.

- c. SAFETY PLAN. The Contractor shall submit for approval, prior to beginning the Contract, a comprehensive Safety Plan outlining code of safe work practices and procedures as listed in Appendix C: Code of Safe Practices in the Guide to Developing Your Workplace Injury and Illness Prevention Program, CCR Title 8, Section 1509, Industrial and Illness Prevent Program, Subchapter 4. The plan shall provide a list of competent persons for activities for which competent persons are defined and are required by state law.
- d. The Safety Plan is to contain directions to the closest hospital and provide a map showing the Airport and the location of hospitals. Information regarding spill response and hazardous materials is to be included. The plan shall be reviewed and signed by all personnel entering Airport property. The plan shall identify the projects included in the Safety Plan, describe operational safety during the activity, and limitations of work area. It shall provide a method for the identification of Contractor's vehicles, and it shall list safety considerations to be discussed at a conference at the beginning of the Contract service period and at subsequent safety meetings. All safety and hazardous materials training must be documented.
- e. SAFETY MEETINGS. Safety meetings shall be held and documented at the start of the Contract and at regularly scheduled times as described in the Safety Plan and at the introduction of new personnel on site. The meetings shall cover the items in the Safety Plan. This is also a good time to review the Airport's environmental requirements (such as not hosing down work areas, etc.).
- f. Contractor shall immediately notify the Airport Police Services Control Center (252-5000).of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances. Reportable spills or releases are those that require notification to a government entity by any fire code or Environmental law as defined herein.

### **63. Storm Water Control and Contamination**

- a. STORM WATER LAWS AND REGULATIONS:
  1. Federal regulations for storm-water discharges were issued by the U.S. Environmental Protection Agency (U.S. EPA) on November 16, 1990 (40 Code of Federal Regulations CFR Parts 122, 123, and 124). The regulations require operators of specific categories of facilities, such as airports, where discharges of storm-water associated with industrial activity (storm-water) occur, to obtain a National Pollutant Discharge Elimination System (NPDES) permit.
  2. At that time three types of activities were required to be permitted. The airside airfield, of John Wayne Airport is considered to be an industrial activity, and therefore is covered by an industrial permit. The landside operations of the airport, including parking lots and roadways, are considered a municipal activity and are covered by a municipal permit issued to the County of Orange. Construction activities are regulated by a construction permit issued to John Wayne Airport.
  3. The County's Water Quality Ordinance (OCCO Title 4, Division 13, Sections 4-13-10 et. seq.) regulates the non-storm-water discharges into the County's Separate Storm-water Sewer System so as to reduce the discharge of Pollutant(s) into the waters of the State. The Clean Water Act and the resulting NPDES permits (CAS

0108740) require the County to take steps to reduce pollutants leaving its systems to the maximum extent practicable. In early 2002, the California Regional Water Quality Control Board, Santa Ana and San Diego Regions, issued revised NPDES permits (Board Orders R8-2002-0010 and R9-2002-0001) to the County of Orange, Orange County Flood Control District (OCFCD), and all incorporated cities as co-permittee's.

4. The revised permits require the County to adapt and implement a Local Implementation Plan (LIP) in order to implement new and stricter programs and procedures and the revision of applicable ordinances. The purpose of the LIP is to eliminate all the prohibited discharges, which contain any pollutant from public or private property to the storm-water drainage system.
5. In furtherance of these regulations and Section 402 of the Clean Water Act (CWA), the State of California has adopted a General Permit for discharges of storm-water associated with industrial activities: "State Water Resources Control Board (State Water Board) Water Quality Order No. 97-03-DWQ, NPDES General Permit No. CAS 000001 (General Permit)." JWA and its tenants have applied for and received coverage for storm-water and authorized non-storm-water discharges pursuant to the general permit for the industrial activities and are subject to the permit's requirements, conditions, and penalties for violation of said General Permit conditions. The permit prohibits discharges of materials other than storm-water (non-storm-water discharges) that discharge either directly or indirectly to waters of the United States. The permit requires the development and implementation of an effective Storm-water Pollution Prevention Plan (SWPPP) and Monitoring Program Plan (MPP).
6. The Contractor shall comply with all applicable laws, regulations, and permits pertaining to storm-water control and discharge.
7. Contractor is advised that the NPDES permit does not allow the discharge of non-storm-water into the airport storm-drain system. Contractor is prohibited from washing down sidewalks, stairways, or other paved areas. Contractor is also prohibited from dumping or disposing of any water, fluids, or other materials into the storm-drain system.
8. Training meetings: will be held and documented at the start of the Contract and at the introduction of new personnel on-site. The meetings will discuss the environmental pollution prevention issues.
9. Services shall comply with Landscape Maintenance Model Procedures Best Management Practices, attached hereto as Attachment F.

b. SPILLS

1. The Contractor shall exercise appropriate care to prevent and protect against spills. The Contractor shall be prepared to clean up small scale spills and shall provide inert, absorbent materials on-site, as needed. The Contractor shall properly transport and dispose of all used absorbent material. The Contractor shall be responsible to clean up or pick up and properly dispose of all other chemical spills or materials that they are qualified to safely remove.

#### 64. Environmental Indemnification

- a. To the fullest extent authorized by law, the Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees, from and against any and all Environmental Law claims, judgments, damages, penalties, fines, costs, liabilities, losses, orders, and lawsuits arising out of any actions by the Contractor, the Contractor's operations at the Airport or any action arising from and which involve Contractor's officers, agents, subcontractors, and employees, including the cost of defense arising the reform, including but not limited to the following:
  1. Contractor's placing, disposing, allowing or releasing of Hazardous Substances upon or within the Airport including any such claims, demands, liabilities and/or obligations related to Contractor's release of Hazardous Substances on the Airport since the time Contractor first occupied the Airport.
  2. Contractor's release of Hazardous Substances upon or within the Airport.
  3. Contractor's violation of any Environmental Law, except that Contractor's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Contract, the subject of investigation and remediation by County or others, or remediation conditions that arise from operations of third parties that are not affiliated with Contractor that take place off of the Airport. A party shall be deemed to be affiliated with Contractor if it is an employee, officer, director, agent, subtenant, contractor or subcontractor of Contractor or if it is controlled by or under common control with Contractor.
  4. Contractor's causing or allowing any discharge into the Airport Drainage System.
- b. This indemnification includes, without limitation, reasonable attorney's fees/costs and other costs incurred by County in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Federal, State or local governmental entity because of any Hazardous Substances being present in the soil or groundwater under the Airport. However, Contractor's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of County or agents, servants or independent contractors who are directly responsible to County.
- c. In the event the indemnitees described hereinabove are named as defendants or respondents in any lawsuit or administrative proceeding, the Contractor shall, at the request of the County, represent the indemnitee with qualified counsel that the County determines, in its sole and exclusive discretion, is acceptable to the County, unless the County, at its sole and exclusive discretion, undertakes legal representation, in which event the Contractor shall reimburse the County for the reasonable costs incurred by it in defending such lawsuit or administrative proceeding, including reasonable attorney's fees, expert and consultant's fees, and investigative and court costs.
- d. NOTE: Whenever references are made to published documents (standards, regulations, codes, etc.), it shall be understood that the applicable editions are those in effect (or which bear the latest publication date) on the date that the work is advertised for bids, unless otherwise specified. Where provisions of the pertinent codes, regulations, and standards conflict, the most stringent provisions shall govern.

65. **Wage Rates:** Contractor shall post a copy of wage rates at the job site and shall pay the adopted prevailing wage 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 John Wayne Airport Administration. The Contractor shall comply with the provisions of Part 7, Chapter 1 of the California Labor Code including Section 1774, 1775, 1776 and 1813 of the Labor Code. Contractor shall keep accurate payroll records showing name, address, social security number, worker classification, straight time and overtime hours worked each day and week, and actual per diem wages. Payroll records shall be certified and available for inspection and furnished to the County with each invoice. [LC 1776]

**AMENDMENT RENEWAL NUMBER TWO**

**TO CONTRACT N1000008909**

**FOR**

**EXTERIOR LANDSCAPE MAINTENANCE SERVICES**

This Amendment Renewal Number Two, hereinafter "AMENDMENT", to Contract N1000008909 is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TruGreen Landcare, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

**WHEREAS**, COUNTY and CONTRACTOR entered into Contract N1000008909, effective September 11, 2007 through and including September 10, 2010, for Exterior Landscape Maintenance Services at JWA in the amount of \$1,324,715.48, hereinafter referred to as "CONTRACT"; and

**WHEREAS**, COUNTY and CONTRACTOR executed Amendment Renewal Number One to renew CONTRACT as MA-280-11010345, effective September 11, 2010 through and including September 10, 2011; and

**WHEREAS**, both PARTIES are desirous to renew the CONTRACT for one (1) additional one year period with a reduction of CONTRACTOR'S Pricing;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. Renew CONTRACT for one (1) additional year effective September 11, 2011 through and including September 10, 2012, in the amount of \$390,107.00 unless terminated by COUNTY.
2. Renew CONTRACT for one (1) additional year effective September 11, 2012 through and including September 10, 2013, in the amount of \$390,107.00 unless terminated by COUNTY.
3. Revised Attachment B, CONTRACTOR'S Pricing reflecting 10 percent reduction is attached hereto and incorporated herein by this reference.
4. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

IN WITNESS WHEREOF, the Parties hereto have executed this **AMENDMENT to the** Contract on the dates shown **below** opposite their respective signatures below.

\*\*\*\*\*

**TRUGREEN LANDCARE\***  
**A General Partnership**

By \_\_\_\_\_  
Print  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
\_\_\_\_\_ Corporate Officer  
Date \_\_\_\_\_

By \_\_\_\_\_  
Print  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
\_\_\_\_\_ Corporate Officer  
Date \_\_\_\_\_

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

By \_\_\_\_\_  
Print  
Name \_\_\_\_\_ Adriana Pineda \_\_\_\_\_  
Title \_\_\_\_\_ Purchasing Manager \_\_\_\_\_  
Date \_\_\_\_\_

**~~APPROVED AS TO FORM:~~**  
**County Counsel**

By \_\_\_\_\_  
\_\_\_\_\_ Deputy  
Date \_\_\_\_\_

\* ~~If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.~~

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Signature	Name	Title	Date
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Signature	Name	Title	Date
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*\*If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth:*

- The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.*
- The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.*
- In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**COUNTY AUTHORIZED SIGNATURE:**

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	Holly Felipe	Purchasing Manager	
Purchasing Agent/Designee	Name	Title	Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
County of Orange, California

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Steve Miller, Deputy                      Date

Approved by the Board of Supervisors on:                      Date \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF WORK  
LANDSCAPE MAINTENANCE SERVICES**

**I. BACKGROUND**

- A. John Wayne Airport (JWA), owned and operated by the County of Orange, is the only commercial airport in Orange County, California. JWA is located approximately 35 miles south of Los Angeles, between the cities of Costa Mesa, Newport Beach and Irvine. JWA serves a population of approximately three million people in 34 cities and unincorporated areas of Orange County. JWA is one of five airports providing commercial air transportation services in the Southern California/Los Angeles basin.
- B. Eleven commercial airlines and three commuter carriers provide commercial passenger service at JWA. The majority of flight operations (about 70%) are generated by privately owned and operated general aviation aircraft. Services offered to the General Aviation community range from full service Fixed Based Operators to specialized service providers.
- C. JWA is open 24 hours a day, seven days a week. Commercial aircraft operations are limited from 7:00 AM to 11:00 PM except on Sundays from 8:00 AM to 11:00 PM.

**II. SCOPE OF WORK**

- A. Contractor shall provide all labor, material, tools, vehicles, equipment, etc. as may be required to perform Landscape Maintenance Services including but not limited to all mowing, edging, pruning, trimming, irrigation, fertilizing, planting, replanting, weeding, control of rodents and pests, and insuring the effective and efficient operation of the irrigations systems to maintain the appearance and sound growth conditions in all landscaped areas.. Contractor shall provide Landscape Maintenance Services to various types of vegetation including but not limited to Turf Grass, Ground Cover, Planter Boxes, Trees, Palm Trees and Landscape, Sidewalks and Paved Areas. In addition, Contractor shall provide Additional Services upon County request. All work shall be performed in accordance with this Contract.

**B. Facility Description**

Contractor shall provide Landscape Maintenance Services to all the areas, which are sometimes referred to as "Facility" or "Facilities, specified in Attachment H, "Inventory", Attachment H is attached hereto and incorporated herein by this reference.

**C. Control of Work**

JWA/Facilities Operations: The County Project Manager shall decide any and all questions, which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract by the Contractor. The County Project Manager shall also direct the inspection/administration of the work and decide questions regarding compensation.

**D. Performance Standards:**

The Contract specifications define the minimum level of service and frequency deemed acceptable. Contractor will schedule its operations to meet or exceed these requirements. Contractor shall put forth a level of effort to provide thorough maintenance of the landscaped

areas to include adequate watering, fertilization, mowing, trimming, pruning, pests and weed control.

- a. The Contractor shall maintain all of the turf at JWA. The turf shall be lush, green, healthy, and uniform in color and height as determined by the County. There shall be no bare spots, brown spots, and shall not have any weeds or mud spots.
- b. The Contractor shall maintain all of the ground cover at JWA. The ground cover shall be lush, green, flowering, healthy, and uniform in color and height. There shall be no bare spots, brown spots, and shall not have any weeds.
- c. The Contractor shall maintain all of the shrubs at JWA. The shrubs shall be lush, green, healthy, and uniform in color and height. Color variations unique for the Variety of shrub shall have uniform colored leaves. There shall be no bare spots, brown spots, wood showing, and shall not have any weeds.
- d. The Contractor shall maintain all trees at JWA. The trees shall be lush, have green leaves, healthy, and uniform in color and height.

E. Schedule of Deductions/Deficient Performance:

All work shall be subject to the approval of the County Project Manager. The County Project Manager, or designee, shall inspect, determine and record the performance of the work. County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance and to perform or contract for the necessary service if, or when, the Contract work is incomplete, unsatisfactory or a lesser number of hours is provided than as designated by the Contractor. The amount of such deductions will be based on the extent of the unsatisfactory work and the deduction factors included in the Contract Schedule of Deductions, as specified in Attachment D. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor. Payment deductions for unsatisfactory service are not considered a suitable substitute for actual performance and do not preclude the County from initiating other remedies.

F. Damage:

Contractor shall immediately report all conditions and occurrences of damage to the Orange County Sheriff to include vandalism or other damage to the landscaped areas or irrigation systems, and shall also report broken windows, vandalism, and/or other Facility damage.

G. Computerized Maintenance Management System/Schedule/Reports:

In adjunction with the specification of this Contract there will be corrective and preventive work orders issued to the Contractor. John Wayne Airport utilizes a computerized system to track its preventive maintenance work. The Computerized Maintenance Management System (CMMS) issues work orders for all preventive maintenance and corrective work to be performed on specific equipment and facilities. The Contractor shall perform all assigned CMMS preventive maintenance and corrective work orders along with the Contract specification. **Contractor shall submit completed CMMS work orders to the County Project Manager or designated alternate within two (2) working days after completion of the work.**

H. Protection and Restoration:

The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, the property, and the property of others. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property from injury or loss arising in connection with this contract. All damage shall be repaired or replaced, at the option of County, at the Contractor's expense within seven (7) calendar days after notification of such damage, except emergencies, which shall be completed immediately. Repairs and/or replacements shall be equal to original in all aspects. If the Contractor fails to correct any damage, the County may initiate repairs or replacement and may withhold the cost of those repairs or replacements from any monies due or to become due to the Contractor.

III. **CONTRACTOR RESPONSIBILITY**

A. Staffing

1. The Contractor shall provide required Landscape Maintenance Services Monday through Friday, five (5) days per week with no holiday time-off. The Contractor shall provide the County with Fifty-six (56) man-hours per day five (5) days a week. The Contractor shall provide a total of Seven (7) men as follows:
  - a. One (1) English-speaking supervisor to be on site during Contractor's regular working hours
  - b. One (1) Landscape Irrigation Laborer
  - c. One (1) Tree Arborist
  - d. Four (4) Additional staff
  - e. Any backup personnel in the event that a crew member does not show up for work.
2. The Contractor shall use a certified arborist to oversee additional tree trimmers, and perform all tree services at all times a tree is serviced. The certified arborist will be considered one of the seven required staff when tree trimming services are required.
3. The Contractor shall provide backup personnel to ensure fifty-six (56) man-hour days, In the event that fifty-six (56) man-hour days are not provided, the County will deduct the man-hour shortage plus administration costs from the monthly invoice.
4. The Contractor shall have all landscaping crews work within eyesight from the landscape supervisor, unless otherwise specified by the County Project Manager.

B. Contractor Minimum Qualifications

1. Contractor must have been in business for a minimum of five (5) years, and possess a minimum of five (5) years experience equivalent to the Landscape Maintenance Services requested in this Contract.

2. Contractor shall be licensed in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, and shall maintain that license in full force and effect throughout the entire term of the contract. Contractor's license classification shall be **C-27 Landscape Contractor and possess a California applicators license for pesticides.**
3. Contractor shall supply to the County Project Manager upon request all licenses and permits required to perform this work in accordance with state and local restrictions and shall pay all fees resulting there from. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.
4. The Contractor shall have a full time safety officer on staff and make periodic inspections at JWA.

C. General Requirements

1. All work shall be done in a manner and at those times that will not inconvenience either the public or operations at the Facility. NOTE: Care shall be taken not to damage parked cars or other property from water or Contractor's operations.
2. Contractor shall have a listing of proposed chemicals prepared by a licensed California Pest Control Advisor to include commercial name, chemical components, concentration rates and usage. Chemicals shall only be applied by those persons possessing a valid California Pest Control Applicator's license. All applications shall be in strict accordance with all governing regulations and limit drift to a maximum of six (6) inches. Records of the original proposed listing and all operations' starting dates, times, methods of application, chemical formulations, applicators' names, and weather conditions shall be made and retained in an active file for a minimum of one (1) year after completion of this Contract.
3. Contractor shall be responsible for all damage resulting from its operations. Any such damage to vehicles or property shall be reported by the Contractor within twenty-four (24) hours to the County Project Manager.
4. The Contractor shall take all necessary safety precautions for the protection of its employees, County staff, and the public using the Facilities including but not limited to the use of signs, barricades, traffic warning devices such as flashers, strobes, and cones, and high visibility reflective safety vests when working near roadways.
5. Underground utilities may exist in all areas to be serviced under this Contract. Special care shall be exercised during all cultivation and excavation and the County Project Manager is to be notified before any excavation.
6. Contractor shall be prepared to conduct a joint monthly inspection of the entire Facility with the County Project Manager every other week.
  - a. Contractor shall be prepared to meet and review the results of the monthly inspection with the County Project Manager at least once each month.
7. County Project Manager will provide the Contractor with copies of inspection reports showing corrective actions needed. The Contractor shall promptly respond to either written or oral

requests of the County Project Manager relative to corrective action required to meet specifications.

8. The Contractor shall provide copies of MSDS (Material Safety Data Sheets) for all chemicals used in the performance of this Contract to each Contractor employee and copies to the County Project Manager and CEO Risk Management in compliance with OSHA's Hazard Communication Standard 29CFR 1910.1200.

- a. CEO Risk Management  
Attn: Vernon Goad  
P.O. Box 327  
Santa Ana, CA 92702

#### IV. CONTRACTOR PERFORMANCE

##### A. GENERAL MAINTENANCE

1. Contractor shall clean all Facility sidewalks, patios, porches, landings, and decks throughout landscaped area, except at Terminal entrance/exit doors on a weekly basis. Clean shall mean free from debris. (Day of week to be set by the Contractor at the start of Contract.)
2. Contractor shall remove all loose trash, litter, broken glass, and all material that may be stuck to the sidewalk and other debris from the entire area around the Facility to include landscaped areas and sidewalk areas, except at Terminal entrance/exit doors, on a weekly basis. (Day of week to be set by the Contractor at the start of the work.)
  - a. Contractor shall keep all drainage Facilities, e.g. concrete swales, throughout the landscaped areas free from trash and debris, especially during the rain season.
  - b. Trash: Contractor shall remove and dispose of all trash and debris generated from its operations prior to the completion of each day's activities. County dumpsters shall NOT be used for this purpose.
3. Contractor shall sweep sidewalks, porches, landings, and decks upon request of the County Project Manager on a monthly basis, not to exceed twelve (12) times per year.
4. There is a combined eight and one-half (8.5) miles long by six (6) feet in width of fence line requiring inside and outside cleaning of debris, weeds, spraying, and that require mulch to be spread. The areas include but are not limited to the airfield perimeter, main street lot, and "T" Lot. The areas that use gravel as a soil stabilizer is excluded from the spread of weeds, but will require all other services
5. Within one hundred and eighty (180) days of Contract execution, Contractor shall provide an accurate updated Landscape Inventory to the County Project Manager, which includes updating the information on the current JWA Landscape Inventory (Attachment H) and the following:
  - a. Date of inventory
  - b. Any additional locations, plant life or any other changes to the inventory

B. LANDSCAPE MAINTENANCE (EXCLUDING PALM TREES):

1. The following list the variety of trees, shrubs, and vines located throughout the JWA property:
  - a. Trees:
    1. Citrus "Valencia" - Valencia Orange
    2. Eucalyptus maculate - Spotted Gum
    3. Ficus rubiginosa - Rusty Leaf Fig
    4. Geijera Parviflora - Australian Willow
    5. Ulmus Parvifolia 'True Green' - rue Green Elm
  - b. Shrubs:
    1. Agapanthus africanus - African Lily
    2. Buxus M. Japaponica - Japanese Boxwood
    3. Hemerocallis - Daylily
    4. Hibiscus r. "Hula Girl" - Hula Girl Hibiscus
    5. Ligustrum j. "Texanum" - Texas Privet
    6. Nerium o. "Mrs Roeding" -Oleander
    7. Pittosporum undulatum -Victorian Box
    8. Pittosporum Tobia -Wheeler's Dwarf
    9. Pittosporum Tobira Variegatum - Japanese Mock Orange
    10. Rhamphiolepis Indica Clara - Indian Hawthorne
    11. Rhamphiolepis Indica Standard - 'Majestic Beauty'/ Indian Hawthorn
    12. Sterlitzia reginae - Bird of Paradise
  - c. Vines:
    1. Bougainvillea "San Diego Red" - Bougainvillea
    2. Clytostoma callistegioides - Violet Trumpet Vine
    3. Distictis buccanatoria - Red Trumpet Vine
    4. Lonicera hildebrandiana - Burmese Honeysuckle
    5. Trachelospermum - Star Jasmine
2. Leaching
  - a. Contractor shall apply additional irrigation water to remove excess salts in the soil (leaching).
    1. Apply water in one twenty-four (24) period using short, intermittent applications of water to avoid runoff.
    2. Allow soil to dry to its normal condition before reactivating the irrigation system.
    3. Schedule and complete leaching during the second week in March, May, July, and September.
3. Fertilization:
  - a. All landscape areas shall be fertilized in accordance with Attachment G, Fertilization Schedule.
  - b. All areas shall be free of moisture at the time the fertilizer is applied, and then shall be thoroughly soaked immediately after the fertilizer is applied.

- c. Contractor shall submit a schedule of the dates and times of all fertilization to the County Project Manager a minimum of two (2) working days prior to the start of fertilization.
  - d. Contractor, upon request, shall provide:
    1. The specific product name and supplier for all fertilizers prior to the start of application.
    2. A count of the number of bags of material required, the size of each bag and the recommended application rate.
    3. Product name and product data from one or more of the bags.
4. Weeds:
- a. A regular program of chemical application shall be used to control weed growth, supplemented by hand removal of noxious weed or grasses as necessary.
  - b. A broad spectrum pre-emergent weed control (such as Treflan) shall be applied to all ground cover areas and shrub beds during the third week in April and September.
  - c. A contact herbicide spray (such as Phytar 599R) shall be used to control vegetation around tree wells.
  - d. All herbicides shall be applied in strict accordance with the product manufacturer's instructions and regulatory agency requirements.
  - e. Weeds and grasses shall be removed from all planted areas within fourteen (14) days from the time they are first visible.
  - f. Method for removal shall be hand removal or cultivation depends upon planting concentration.
  - g. Line trimmers shall NOT be utilized to remove weeds.
5. Rodent and Pest Control:
- a. See *Section IV-F-7. Turf Grass Maintenance: Rodent and Pest Control* for general terms.
6. Insect and Disease Control:
- a. See *Section IV-F-8. Turf Grass Maintenance: Insect and Disease Control* for general terms.
7. Fungicide (Pittosporum)
- a. Fungicide shall be applied to the Pittosporum eight (8) times per year (approximately six (6) weeks apart) during the first weeks of January, April, July, October, and the third weeks of February, May, August, and November.
8. Irrigation:
- a. All landscaped areas shall be irrigated, as required, to develop deep roots through deep, infrequent watering and to maintain adequate growth and appearance.
  - b. Irrigation shall be adjusted to meet actual conditions (rainfall may exceed demand) and to account for the variety of trees, shrubs and vines located within the same irrigation area.
  - c. Irrigation shall be performed between the hours of 9:00 PM and 5:00 AM.
  - d. Exception: Watering in front of Terminal shall be performed between the hours of 12:00 midnight and 5:00 AM.

- e. Special watering may be required during daytime hours after fertilization or periods of extreme dryness but shall be monitored to prevent overspray or prevent entry into Facilities.
- f. Contractor shall apply additional irrigation water to remove excess salts in the soil (leaching).
  - 1. Apply water in one twenty-four (24) period using short, intermittent applications of water to avoid runoff.
  - 2. Allow soil to dry to its normal condition before reactivating the irrigation system.
  - 3. Schedule and complete leaching during the second week in March, May, July, and September.
- g. Maintain mulch under shrubs
  - 1. Contractor shall provide a wood chip mulch ground cover under shrubs. Mulch shall be ½” to 1” in diameter (medium grind).
  - 2. The mulch cover area shall be maintained by Contractor so that there are no exposed soil areas.
  - 3. Contractor shall ensure the mulch cover areas also remain free of litter, other landscape cuttings, weeds, or any other foreign materials.
- h. The Contractor shall recycle 100 percent of all green waste (excluding turf grass). The Contractor shall convert green waste into mulch and utilize recycled mulch at JWA. The Contractor shall utilize a mulch blowing truck to distribute mulch in a quick and efficient manner. Mulch blowing shall be performed between the hours of 11:00 PM and 5:00 AM.

C. TREE MAINTENANCE (EXCLUDING PALM TREES):

- 1. Tree well area requirements:
  - a. Maintain bare soil tree wells around all trees.
  - b. Maintain an 18-inch radius around all tree wells by monthly cultivation.
- 2. Complete annual soil drenching with Merit of all Eucalyptus.

D. TREE PRUNING SERVICES (ANNUAL)

- 1. All trees shall be trimmed as necessary to:
  - a. Remove all dead, damaged or diseased limbs.
  - b. Maintain proper vertical clearance (10 foot over sidewalks and 14 foot over roadways).
  - c. Maintain proper horizontal clearance (against buildings or overhanging adjacent property).
  - d. All trees shall be trimmed, shaped and thinned at least once per year between November and December in order to:
    - 1. Produce sound, healthy trees.
    - 2. Maintain symmetrical appearance and accentuate the natural form and features of each tree.
- e. Pruning Requirements:
  - 1. All cuts shall be made sufficiently close, flush if possible, to the parent limb so that healing can readily start under normal conditions.
  - 2. All limbs 1½” or greater in diameter shall be undercut to prevent splitting.
    - i. All limbs 4” or greater in diameter shall initially be cut off 2 feet from the trunk, then cut off at the trunk.

3. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs or to other landscaping.
4. All cuts which exceed 1½” in diameter shall be treated with an appropriate tree heal compound.
5. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
6. Climbing spurs are prohibited.
7. All trimmings and debris shall be removed and disposed of off-site at the end of each day’s work.
8. Reference:
  - i. University of California publication:  
AXT – 288, “Pruning Landscape Trees”
- f. Pruning specifics:
  1. Avoid pruning the central leader to avoid a multi-leader form and the abundance of weak, vegetative growth.
  2. Remove all suckers, water sprouts, crisscrossing, heavily laden side branches, and thin crown to remove wind resistance.
  3. Prune multi-leader or branched main trunk trees to develop permanent scaffold branches which are smaller in diameter than the trunk or branch to which they are attached.
  4. Prune to provide a vertical spacing of 18 to 24 inches and a radial orientation to avoid overlapping.
  5. Prune to eliminate narrow V-shaped branch forks.
  6. Thin out crowns to reduce toppling and wind damage.
  7. Prune to meet space limitations and maintain the natural appearance.
- g. Eucalyptus Trees Pruning specifics:
  1. The Eucalyptus trees shall be pruned/ trimmed as necessary at a minimum one (1) time a year and as-needed. The County Project Manager shall determine the as-needed frequency.
- h. All trees shall be trimmed between the hours of 11:00 PM to 4:30 AM in public areas, and between the hours of 11:00 PM to 11:00 AM in all non-public areas.

#### E. PALM TREE MAINTENANCE

1. Annual Palm Tree Health Report: The Contractor shall provide an Annual Palm Tree Health Report utilizing the services of Dr. Henry Donselman - Palm Care Horticulturalist, during the complete term of this Contract.
  - a. Dr. Henry Donselman, Palm Specialist  
29213 Broken Arrow Way  
Murrieta, CA 92563  
(951) 698-4636  
Email me Palmdoc@yahoo.com
  - b. The Contractor shall subcontract Annual Palm Tree Health Report services from Dr. Donselman. Contractor shall submit to the County Project Manager, Dr Donselman’s Annual Tree Health Report, upon completion of Annual Palm Tree Health Report services but no later than forty (40) days from Contract execution date. Annual Palm Tree Health Report services shall include recommendations for palm tree health care maintenance.

- c. Dr. Donselman shall be subcontracted to make initial recommendations and once each subsequent year for follow-ups.
- d. Contractor shall provide Annual Palm Tree Health Reports once at the start of the contract and for each subsequent year after that. Each report shall be completed and submitted within forty (40) days from the Contract execution anniversary dates.
- e. Contractor will accept the palm trees as is and will accept all liability and replacement costs if Contractor fails to provide the County with Annual Palm Tree Health Reports within the period of time specified.
- f. The Contractor shall provide palm tree maintenance services in accordance with Dr. Donselman's Annual Palm Tree Health Reports and recommendations and the following:
  1. A "healthy" tree and "unhealthy" tree shall be as defined by Dr Donselman and his recommendations.
  2. If Dr. Donselman deems a palm tree healthy, the Contractor shall make all attempts to maintain the palm tree's health.
  3. If Dr. Donselman deems a palm tree unhealthy but deems the palm tree is savable, than the Contractor shall make all attempts using Dr. Donselman's recommendation to restore the palm trees health.
  4. If Dr. Donselman but Dr. Donselman deems a palm tree unhealthy deems the palm tree savable, than The Contractor shall make all attempts using Dr. Donselman's recommendation to restore the palm trees health.
  5. If Dr. Donselman deems a palm tree unhealthy and not savable, the Contractor shall not be responsible for that peticular tree and shall submit a proposal for the removal and replacement of said tree.
  6. If a palm tree is deemed healthy by Dr. Donselman and the palm tree contracts a disease and becomes unhealthy and not savable, after following Dr. Donselman recommendations, than the Contractor shall not be responsible for that tree and shall submit a proposal for the removal and replacement of said tree.
  7. If the Contractor is responsible for the spread of diseases from one tree to the next or damages a tree in any way, The Contractor shall replace the palm tree with a matched tree of the same type, species, size, and same location within 60 days from County notification at the Contractor's expense.
  8. If a tree becomes unhealthy at any point during the Contract, the Contractor shall obtain as needed services from Dr. Donselman.
  9. Contractor shall document all treatments at the time of each treatment for verification purposes

10. All trees shall be trimmed between the hours of 11:00 PM to 4:30 AM in public areas, and between the hours of 11:00 PM to 11:00 AM in all non-public areas.
- g. At a minimum, the following will apply should a palm tree require replacement due to Contractor's negligence:
  1. The Contractor shall replace contaminated all soil and replace it with fresh contaminant free soil approved for palm trees.
  2. The Contractor shall remove an area to remove any contamination of soil 15' in circumference and a depth of 15'. The soil shall be removed, considered contaminated, and discarded off the JWA facility. The contaminated soil shall not come in contact with any soil, trees, or landscaping.
  3. The Contractor shall repair any damaged irrigation caused by the removal and replacement of the palm tree.
2. Irrigation:
  - a. All landscaped areas shall be irrigated, as required, to develop deep roots through deep, infrequent watering and to maintain adequate growth and appearance.
  - b. Irrigation shall be adjusted to meet actual conditions (rainfall may exceed demand) and to account for the variety of trees, shrubs and vines located within the same irrigation area.
    1. Irrigation frequency and duration shall be adjusted to meet the requirements of the most shallow rooted plants in each area.
  - c. Irrigation shall be performed between the hours of 9:00 PM and 5:00 AM.
    1. Special watering may be required during daytime hours after fertilization or periods of extreme dryness but shall be monitored to prevent overspray or prevent entry into Facilities.
  - d. Contractor shall apply additional irrigation water to remove excess salts in the soil (leaching):
    1. Apply water in one twenty-four (24) hour period using short, intermittent applications of water to avoid runoff.
    2. Allow soil to dry to its normal condition before reactivating the irrigation system.
    3. Schedule and complete leaching in March, May, July, and September.
3. Sub-drainage System: Sump
  - a. Contractor shall maintain sub-drain system to include inspection, maintenance, repair and pump out water.
  - b. Contractor shall inspect the sub-drain system for proper operation and water level at the following intervals.
    1. On the first Tuesday of the following months: January, February, March, May, July, September, November, and December.
    2. Daily during periods of rain.
  - c. Contractor shall pump out all excess water as often as required.
4. Fertilization:

- a. Palm trees shall be fertilized in accordance with Attachment D, Fertilization Schedule shown.
  - b. All areas shall be free of moisture at the time the fertilizer is applied, then shall be thoroughly soaked immediately after the fertilizer is applied.
  - c. Contractor shall submit a schedule of the dates and times of all fertilization to the County Project Manager a minimum of two (2) working days prior to the start of fertilization.
  - d. Contractor, upon request, shall provide:
    1. The specific product name and supplier for all fertilizers prior to the start of application.
    2. A count of the number of bags of material required, the size of each bag and the recommended application rate.
    3. Product name and product data from one or more of the bags.
  - e. Remedial fertilization may be required for palms under stress or in decline and shall consist of a deep-root method of inject water soluble fertilizer around each affected tree.
5. Insect and Disease Control:
- a. See *Section IV-F-8. Turf Grass Maintenance: Insect and Disease Control* for general terms. In addition,
  - b. Palm trees shall be maintained free from insects and diseases, especially fungus diseases such as *Gliocladium vermoeseni*, *Penicillium vermoeseni* and *Fusarium oxysporum*.
  - c. Remedial foliar or root fungicide treatments may be required for palms under stress to combat fungus diseases.
  - d. Remedial foliar fungicide treatment may be required on Phoenix *Canariensis* if there are prolonged rains and/or prolonged periods of fog.
  - e. Inspect palm trees weekly for signs of stress and/or disease.
    1. Symptoms first appear on mature or recently matured fronds.
    2. Typically, the spines of the pinnae on one side of the leaf base become brown and dry, and die along the rachis from the base towards the tip of the frond.
    3. Pink spore masses of *Gliocladium vermoeseni* may be seen in blisters under the brown epidermis of the affected leaf or on old leaf bases on the tree
      - i. The causes continuing death of fronds until only juvenile fronds remain, new fronds are no longer produced and the bud eventually dies.
6. Trimming:
- a. Prune palm trees to:
    1. Produce sound, healthy trees.

2. Maintain symmetrical appearance and accentuate the natural form and features of each tree.
  3. Prevent damage or injury from falling fronds.
  4. Remove fruit.
- b. Palm trees shall be trimmed, as necessary, to:
1. Remove dead fronds less than 15 feet high as they occur.
  2. Remove ragged, damaged, discolored or desiccated fronds, as required, at least annually in November.
  3. Maintain skinned trunks and pineapples.
  4. Maintain proper vertical clearance (10 foot over sidewalks and 14 foot over roadways).
  5. Maintain proper horizontal clearance (against buildings or overhanging adjacent property).
  6. Remove Fruit.
- c. Pruning requirements:
1. Fronds shall be dead and dry.
  2. Do not prune green, live tissue.
  3. All fronds shall be lowered to the ground using a method which prevents damage to the Facilities or other landscaping.
  4. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
  5. All pruning tools shall be disinfected between each tree using a 50/50 Bleach solution submerged for five (5) minutes.
  6. The use of climbing spurs is prohibited.
  7. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
- d. Pruning specifics:
1. Phoenix Carariensis:
    - i. Maintain a full balanced canopy at all times.
    - ii. Prune fronds below the 45° angle only.
    - iii. Prune fronds between March 1st and October 31st and or as needed.
    - iv. Remove fruit, as often as required, to prevent fruit from falling to pavement and/or becoming food for birds.
  2. Washingtonia Robusta:
    - i. Maintain a full balanced canopy at all times.
    - ii. Prune fronds below the 45° angle only.
  3. Phoenix Reclinita:
    - i. Maintain a full balanced canopy at all times.
    - ii. Prune fronds below the 45° angle only.
    - iii. Remove fronds that interfere with pedestrian circulation and/or seating as needed.
    - iv. Retain sucker fronds at the base of the trunks that provide a layered appearance and allow a filtered view of the trunk.

- v. Prune to select and develop permanent branches that complement the symmetry of the canopy and provide balanced vertical spacing.
- e. Remove all foreign plants and/or materials from the pineapples or trunks.
- f. Tree Wells:
  - 1. Maintain a cultivated bare soil tree well around all palm trees.
  - 2. Maintain a 4-inch high, 36-inch radius (beyond the trunk of the palm tree) watering basin composed of native soil.
- g. All walkways, roadways or other areas dirtied by palm tree maintenance operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's operations.

F. TURF GRASS MAINTENANCE

- 1. Type is: Festuca elatior "Marathon II" Tall Fescue
- 2. Irrigation:
  - a. All turf grass areas shall be irrigated, as required, to replenish the soil moisture below the root zone, approximately 6 to 8 inches deep, and to maintain adequate growth and appearance.
  - b. Irrigation shall be adjusted to meet actual conditions (rainfall may exceed demand), but shall be based upon the following seasonal guidelines:
    - 1. January through February      ¾ inch per week
    - 2. March through April            ¾ inch per week
    - 3. May through September 1 ½ inch per week
    - 4. October through December    ¾ inch per week
  - c. Irrigation shall be performed between the hours of 9:00 PM and 5:00 AM.
    - 1. Special watering may be required during daytime hours after fertilization or periods of extreme dryness but shall be monitored to prevent overspray or prevent entry into Facilities.
  - d. Irrigation water shall be applied in short, intermittent intervals to allow water to penetrate and avoid excess runoff.
  - e. Contractor shall not irrigate for at least twenty-four (24) hours prior to mowing to avoid soil compaction and/or disease.
  - f. Contractor shall apply additional irrigation water to remove excess salts in the soil (leaching).
    - 1. Apply water in one twenty-four (24) hour period using short, intermittent applications of water to avoid runoff.
    - 2. Allow soil to dry to its normal condition before reactivating the irrigation system.
    - 3. Schedule and complete leaching during the second week in March, May, July, and September.
- 3. Mowing:

- a. All turf grass shall be mowed:
    1. once per week between April 1st and October 15th
    2. once every other week between October 15th and April 1st
    3. for a total of forty (40) mows per year
  - b. Mowing shall occur on the same day each week.
  - c. Mowing missed due to inclement weather shall be rescheduled and completed within three (3) days on the weekly schedule and seven (7) days on the every other week schedule.
  - d. Finished cutting height, minimum, shall be:
 

1. December through Friday	2 inches
2. March through May	2 ½ inches
3. June through August	3 inches
4. September through November	2 ½ inches
  - e. Mowing equipment shall be adjusted to the proper height and properly sharpened.
    1. Mowing equipment shall be thoroughly washed with water prior to each mowing to remove any residue from mowing operations at other locations and thereby eliminate the spread of any disease, noxious weeds and foreign grasses.
  - f. Mowing patterns shall follow the natural contours and/or general shape of the turf area. However, mowing patterns shall be changed weekly to avoid creating ruts and/or compaction from equipment wheels.
  - g. All glass, paper, leaves and other debris shall be removed and disposed of off-site prior to mowing.
  - h. All visible grass clippings shall be collected and removed from the site at the end of each day's mowing operations.
  - i. All walkways, roadways or other areas dirtied by mowing and edging operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's mowing operations.
4. Edging
- a. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.
  - b. Mechanical methods shall be used except where physically not possible or practical.
  - c. Chemical application for weed control shall be used on areas such as planters, buildings, around trees, under fence lines, etc, and shall not be used around sprinkler heads.
  - d. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
5. Weeds

- a. A regular program of chemical application shall be used to control weed growth, supplemented by hand removal of noxious weed or grasses two times a year - once in April and once in October, and as required.
  - b. Chemical control of broad leaf weeds shall be employed as often as necessary to maintain turf grass areas in a "weed-free" condition.
  - c. Chemical control shall not be applied for 4 to 6 weeks following aeration, de-thatch and/or over seeding.
6. Fertilization
- a. All turf grass areas shall be fertilized with 3 lbs. Of Ammonium Nitrate per 1,000 sq. ft. in January, February, April, November, and December.
  - b. All turf grass areas shall be fertilized with 6 lbs. Of a complete fertilizer (16-6-8) per 1,000 sq. ft. in March, May, July, September, and October.
  - c. All areas shall be free of moisture at the time the fertilizer is applied, and shall be thoroughly soaked immediately after the fertilizer is applied.
  - d. Contractor shall submit a schedule of the dates and times of all fertilization to the County Project Manager a minimum of two (2) working days prior to the start of fertilization.
  - e. Contractor, upon request, shall provide:
    1. The specific product name and supplier for all fertilizers prior to the start of application.
    2. A count of the number of bags of material required, the size of each bag and the recommended application rate.
    3. Product name and product data from one or more of the bags.
7. Rodent and Pest Control:
- a. All turf grass and landscape areas shall be maintained free of rodents to include gophers and ground squirrels, and pests to include snails, sow bugs and caterpillars that could cause damage to the turf grass, landscape materials, irrigation system, Facilities or cause erosion.
  - b. All methods shall conform to EPA or other environmental regulations.
  - c. All damage resulting from the Contractor's failure to control rodents and/or pests shall be repaired or replaced at the Contractor's expense.
8. Insect and Disease Control:
- a. All turf grass and landscape areas shall be maintained free from insects and diseases.
  - b. When insect damage is suspected, Contractor shall make an accurate identification of the specific insect and implement a program for application of the appropriate insecticide.
    1. Contractor shall refer to the following publications:
      - i. Thatch borne insects – See University of California:
        1. Manual 41, Pyrethrin Test
      - ii. Soil borne insects – See University of California:
        1. Publication 2540, "Insect and Mite Control on Lawn"
        2. Manual 412, "Turf grass Pests",
        3. Leaflet 209, "Guide to Turf grass Pest Control".
  - c. When disease is suspected, Contractor shall make an accurate identification of the specific disease and implement a program for application of the appropriate fungicide.
    1. Once a disease has been identified, fungicides shall be applied continuously throughout the active season, i.e. through October, or until environmental conditions change.

2. Fungicides shall only be used to treat a specific disease and shall not be used in a generalized, preventive program.
- d. All methods shall conform to EPA or other environmental regulations.
9. Aeration
  - a. All turf areas shall be aerated once per year between October 1st and October 31st immediately prior to the scheduled fertilization in October.
  - b. Aeration shall consist of removal of 1 inch diameter cores, 4 inches deep, spaced 12 inches on center.
  - c. All cores shall be removed from the turf areas, all walkways, roadways or other areas dirtied by aeration operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day's operations.
10. Dethatch:
  - a. All turf areas, except Fescue, shall be de-thatched once per year between October 1st and October 31st.
  - b. Schedule de-thatch immediately following a normal mowing and immediately prior to the scheduled fertilization in October.
  - c. Verticut to remove all but the last ¼ inch of thatch.
  - d. All walkways, roadways, or other areas dirtied by de-thatch operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's operations.
11. Reseeding
  - a. All bare, worn or sparse areas in the turf grass shall be over seeded (or re-sod) once per year, and as needed, to reestablish turf grass to an acceptable quality compatible to that of existing turf grass.
  - b. Immediately following verticutting, Contractor shall over-seed all turf areas with 300 lbs. Of "Marathon II" Tall Fescue per acre.

## G. SHRUB PRUNING

1. Trimming – Shrubs and Ground Covers:
  - a. All shrubs and ground covers shall be trimmed to promote healthy growth.
  - b. All shrubs and ground covers shall be trimmed, as necessary, to restrict growth from sidewalks, Facility entrances or other access ways.
  - c. All shrubs and ground covers shall be trimmed in accordance with the Pruning Criteria shown in the Supplemental Information.
  - d. The frequency of trimming shall be dependent upon the growth of the individual shrubs and/or ground covers and actual environmental conditions.
  - e. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
  - f. All shrubbery shall be trimmed shaped, and thinned in April and in September to:
    1. Produce sound shrubs
    2. Symmetrical, but natural appearance
    3. Remove all dead, damaged or diseased limbs with the proper horizontal and vertical clearance.
  - g. Areas in front of the Terminal and A1 and B1 parking structures shall be cultivated weekly. All other areas are to be cultivated monthly.
  - h. Pruning requirements:

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

#### H. IRRIGATION SYSTEM AND SCHEDULE

1. JWA uses domestic water through the Irvine Ranch Water District and Mesa Consolidated Water District.
2. Irrigation Schedule:
  - a. All watering shall be performed between the hours of 9:00 PM and 5:00 AM.
    1. Exception: Watering in front of Terminal shall be performed between the hours of 12:00 midnight and 5:00 AM.
3. Irrigation System:
  - a. Contractor shall maintain the entire irrigation system to include all components from connection at the meter (controllers, remote control valves, gate valves, main and lateral lines, and sprinkler heads) in an operational state at all times.
  - b. Contractor shall inspect and test all irrigation systems once per week in order to:
    1. Adjust system to provide adequate coverage, prevent excessive runoff, and prevent overspray onto non-landscaped areas.
    2. Determine malfunctions, damage, or obstructions and implement corrective action.
  - c. Contractor shall establish a specific day and time each week to inspect and test each irrigation system. Day and time shall be provided to County Project Manager.
  - d. Contractor shall perform preventive maintenance on all irrigation systems once each quarter to include:
    1. Automatic – operation, wiring, debris, and housing condition
    2. Control – operation, wiring, solenoid, bleed valve and condition
    3. Strainer baskets
    4. Sprinkler heads – operation, alignment, height above landscape and coverage
    5. Other equipment – quick couplers, piping, wiring, etc.
  - e. Contractor shall monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend and implement changes in the duration of the water cycle on a monthly basis.
  - f. All replacements shall be with original type and model materials unless a substitute is approved by the County Project Manager. Contractor shall implement repairs in accordance with all effective warranties.
  - g. Costs for excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized changes in irrigation frequency may be deducted from payments to the Contractor based upon comparisons with historical expenditures.

## I. SPECIAL REPORTS

1. Contractor performance includes inspections and tests services. Contractor shall collect and compile inspection and test data and submit the information to John Wayne Airport based on the schedule listed in Attachment E, Summary of Special Reports.
2. Inspections and tests include:
  - a. Annual Soil Analysis
  - b. Monthly Inspection Log – Insects and Disease
  - c. Monthly Inspection Log – Palm Tree Sumps
  - d. Monthly Inspection Log – Soil Probe
  - e. Monthly Pesticide/ Fungicide Log
  - f. Monthly Fertilizer Log (also see Attachment G, Fertilizer Schedule)
3. In addition, the following reports shall be submitted by the Contractor for Contract administration:
  - a. Daily Staff Log Sheet
  - b. Staff Training Log (bi-annual)
  - c. Safety Training Log (bi-annual)

## J. CORRECTIVE WORK

1. DEFINITION OF RESPONSIBILITIES:
  - a. Contractor shall repair or replace, at the Contractor's expense, any damage to the irrigation system and/or landscaping resulting from its actions or its failure to act to include damage from:
    1. Contractor's equipment or personnel
    2. Improper irrigation
    3. Improper drainage system maintenance
    4. Improper pruning and/or staking
    5. Improper fertilization
    6. Improper herbicide, fungicide, or insecticide use
    7. Improper weed control
    8. Untimely identification and/or improper treatment of insects and/or diseases.
2. DAMAGED IRRIGATION SYSTEM REPAIRS:
  - a. The Contractor shall meet with County Project Manager within twenty-one (21) days to test and verify the condition of all irrigation controllers, sprinklers, sprinkler equipment and related valves.
  - b. All controllers, sprinklers, sprinkler equipment and related valves that work properly shall be the Contractor's responsibility throughout the term of the Contract, and maintained at the Contractor's expense.
  - c. Contractor shall submit proposals to the County in accordance with section V. "Additional Services" for all controllers, sprinklers, sprinkler equipment and related valves that do not work properly.
  - d. Upon restoration of landscaping irrigation equipment the Contractor shall restore services to the affected areas.

V. ADDITIONAL SERVICES:

- A. Additional services shall be required and/or utilized, as-needed by the County, to repair, renovate, or make improvements and repairs to the existing landscaping; and, for any other services not included in the fixed price portion of the Scope of Work.
- a. Additional services shall include but not be limited to any materials, equipment, tools, and labor to provide additional services.
  - b. Additional services shall include but not be limited to all repairs listed below:
    1. Damage to landscaping resulting from actions beyond the control of the Contractor
    2. Damage to the irrigation system
    3. Vandalism
    4. Vehicle accidents
    5. Trespass
    6. Earthquakes
    7. Floods/Erosion
    8. Fires
    9. Uncontrollable insect and/or diseases
    10. Construction
- B. Upon County request, the Contractor shall submit proposals for all Additional Services not called for under the fixed price portion of the Scope of Work in accordance with Attachment B, II.c.
1. The proposals shall include, but not be limited to design specifications, engineering specifications, drawings, procedures, schedule, cut sheets, foreseeable problems, labor, justification, and costs.
  2. The costs elements shall include but not be limited to the following:
    - a. Cost of Equipment (actual hours and hourly rate<sup>1</sup>)
    - b. Cost of Materials and Supplies (unit cost and quantity)
    - c. Cost of Subcontracted Work
    - d. Cost of Labor (actual hours and hourly rate<sup>2</sup>)
    - e. Payroll tax on Labor (percentage of Item 1)
    - f. Sales tax on Materials (percentage of item 3)
    - g. Material costs will be paid to Contractor on the basis of Contractor's actual invoice cost plus percentage mark up.
    - h. All material items shall be listed on the invoice
    - i. Contractor must provide Contractor materials invoice upon County request.
  3. Contractor must obtain County Project Manager written approval prior to commencing any Additional Services.
- C. The County reserves the right to obtain proposals from, and use, alternate sources for any Additional Services.

<sup>1</sup> Equipment rental rates shall be based upon the latest edition of the equipment rental rates published by the State of California, Department of Transportation, and Division of Construction.

<sup>2</sup> Labor rates shall not exceed the General Prevailing Wage Rates and shall be supported by payroll records.

- D. The County reserves the right to utilize the data provided by The Contractor under this Contract to perform additional services using design specifications, engineering specifications, drawings, procedures, schedule, cut sheets, foreseeable problems, labor, justification, and costs for the additional services
- E. If the County authorizes work by an alternate source, the Contractor may be relieved of responsibilities affected by the project while work is being performed and during the subsequent warranty period.
- F. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- G. Upon completion of any Additional Services, whether by Contractor or an alternative source, the County's Project Manager and the Contractor will inspect the finished services at no additional cost to the County. Upon mutual acceptance of the Additional Services, the Contractor shall again be responsible for all services covered under this Contract.

VI. SUPPLIES AND MATERIALS

A. Supplies:

- 1. Contractor shall furnish at its expense all of the materials and supplies required to perform Services, to include but not be limited to irrigation system repairs, irrigation system damage, fertilization, vegetation control chemicals, pest control chemicals, turf grass seed or sod, plants, shrubs, and ground cover.
- 2. Contractor material and equipment shall NOT be stocked at JWA site.
- 3. NOTE: The Contractor shall provide copies of MSDS (Material Safety Data Sheets) for all chemicals used in the performance of this work to each employee in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200.

B. Materials:

- 1. Top soil shall be:
  - a. On-site (or imported) soil material that could be used in the planting mixes for backfill of trees, shrubs and ground cover.
  - b. Fertile, friable, well-drained soil of uniform quality, free of rocks over 1½ inch, oils, chemicals, toxic substances and/or other deleterious materials.
  - c. Chemically tested for:
    - 1. Salinity less than 4.0 using Saturation Extract Conductivity (ECe X 103 @ 25°C)
    - 2. Sodium less than 9.0 (Sodium Absorption Ratio)
    - 3. Boron less than 11.0 ppm (Saturated Extract Concentration)
    - 4. pH of Saturated Paste from 5.5 to 7.5
- 2. Organic compost shall be:
  - a. Chicken manure compost or mushroom compost
  - b. Low in salts, low in heavy metals, free of weed seeds, free of pathogens and other deleterious materials
  - c. Humus material will have a minimum ash content of 8% and a maximum ash content of 50%.
  - d. Chemically tested for:
    - 1. Salt, the salt shall contain less than 5 millimho/cm @ 25°C, and the ECe level shall be less than 5 on a saturated paste extract.
      - i. If the concentration of sodium chloride is 50% or less on an equivalent basis in the saturation extract, the maximum level of acceptable salinity shall be 7.5 millimho/cm @ 25°C;

- ii. If the concentration of sodium chloride is 25% or less on an equivalent basis in the saturation extract, the maximum level of acceptable salinity shall be 10 millimho/cm @ 25°C;
    - iii. If the concentration of calcium sulfite in the saturation extract is greater than 25 milliequivalents per liter, the maximum level of salinity can be increased 3 millimho/cm @ 25°C.
  2. Boron less than 1.0 ppm (Saturation Extract Concentration)
  3. Silicon content less than 10%
  4. pH between 4.0 and 7.5
- e. Unacceptable materials:
  1. Calcium carbonate for alkaline soils
  2. Redwood or cedar
  3. Sludge based materials
3. Wood chip mulch shall be medium grind ground tree and shrub trimmings, one-half (1/2) inch to one (1) inch in diameter free from dirt, debris, chemicals, or other materials, "0-2 Forest Floor" or approved equal.
4. Gypsum shall be agricultural grade containing a minimum of 80% calcium sulfate.
5. Ammonium shall be commercial grade containing approximately 34% ammonia.
6. Plants (shrubs, trees, ground cover, etc.) shall be:
  - a. Nursery grown in accordance with good horticultural practices under climatic conditions similar to those on site
  - b. Exceptionally heavy, symmetrical, tightly knit, and trained for development and appearance to be superior in form, number of branches, compactness and symmetry
  - c. Sound, healthy, vigorous, well-branched and densely foliated
  - d. Free from disease, insect pests, eggs or larvae
  - e. Healthy with a well-developed root system
  - f. Free from physical damage or adverse conditions which would prevent growth
  - g. Grown in containers of the specified sizes for at least six (6) months but less than two (2) years
  - h. Free of kinked, circling, or girdling roots with no evidence of a pot-bound condition
  - i. Free from multiple leaders (trees and shrubs) unless specified and free from damaged or crooked leaders.
  - j. Free from abrasions, sunscalds, disfiguring knots, calluses, etc.
7. Fertilizer tablets shall be "Agriform" 21 gram tablets with 20-10-5 (N-P-K) formula or approved equal.
8. Polyacrylamide soil conditioner or equivalent shall be a 250 ppm solution.
  - a. Method 1 (Tank) – 2 pounds per 1,000 gallon of water
  - b. Method 2 (Barrel) – ¼ cup per 30 gallons of water
  - c. Polyacrylamide soil conditioner powder shall be thoroughly dissolved and uniformly distributed throughout the solution.
9. Tree stakes shall be Lodgepole Pine with a ten (10) inch tapered driving point and chamfered top and treated with copper naphthanate or pentachlorophenol, i.e. green coloring.
10. Cinch ties shall be rubber thirty-six (36) inches long.
11. Deadmen shall be Locust, Catalpa, Cedar, or Redwood with one ¾" X 4" galvanized eyebolt centered and secured on its side with screw type galvanized steel ground anchor or universal ground anchor.
12. Guy cables shall be 1 X 19 Aircord.
13. Turnbuckles shall be galvanized or dip-painted and weldless.

14. Cable clamps shall be galvanized or copper.
15. Guy covers shall be plastic tubing 3/8" diameter and 3' long.

## VII. RENOVATION SERVICES

- A. Contractor shall complete the following tasks at the beginning of the Contract as specified below:
  1. Root pruning of the Phoenix Canariensis and Phoenix Reclinata Palms.
    - a. John Wayne Airport has ten (10) Phoenix Canariensis and two (2) Phoenix Reclinata palms. Each palm is planted in front of the terminal with irrigation to consider and protect. Roots are to be pruned from the trunk to the edge of the planter at a depth of two feet below the sidewalk surface.
    - b. Remove roots and soil, and dispose of off the JWA Facility.
    - c. Irrigation:
      1. Irrigation to be replaced with Netafim drip irrigation system.
      2. Ensure irrigation system is in working order prior to replacing soil.
    - d. Replacement of the soil:
      1. Bottom layer to be of serial sand.
      2. Top layer to be six inches (6") of planter mix.
      3. Soil will be compacted to eliminate air pockets.
      4. Soil Surface will be six inches (6") below the top of the planter.
    - e. All work will be done with tarps for the protection of the concrete from stains.
    - f. All equipment must be sterilized with a 50% bleach solution for five (5) minutes.
    - g. No vehicles will be permitted on the concrete.
    - h. Work and clean up will be restricted to the hours between 11:00 PM and 5:30 AM.
  2. The Contractor shall provide four (4) flats of color to be replaced at the Pilot's Lounge location four (4) times a year in three-month intervals during the term of this Contract. The first color change shall be within ninety (90) days from the Contract execution date and the remaining nineteen (19) color changes shall be planted each three months after the first color change.
  3. The Contractor shall provide and install 400 one gallon plants, shrubs, etc., 250 five gallon plants, shrubs, etc, and 160 fifteen gallon plants, shrubs, etc. of the similar variety existing currently in various JWA locations as designated by the County Project Manager to restore the missing and damaged landscape. This service shall be provided annually either in the beginning of each year or throughout the year, as required by the County.
  4. The Contractor shall renovate all areas that contain honeysuckle and weeds. The Contractor shall kill and remove all existing plants and weeds. The Contractor shall then fertilize and replant the areas. The Contractor shall purchase and replant all required areas. The Contractor shall renovate 5 acres of honeysuckle and ground cover and replant a quantity that will completely cover all bare dirt within twelve (12) months of planting. The Contractor shall have all honeysuckle areas planted within 120 days from the execution of the Contract.

## VIII. HEALTH AND SAFETY PROVISIONS

- A. Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used will comply with the Occupational Safety & Health Administration (OSHA) requirements, and federal and state safety orders.
- B. The Contractor will have at the work site copies of or suitable extracts of "Construction Safety Orders" and "General Industry Safety Orders" issued by the California State Division of

Industrial Safety. The Contractor will comply with the provisions of these and all other applicable laws, ordinances, and regulations.

- C. **SAFETY PLAN.** The Contractor will submit for approval, prior to beginning the Landscape Maintenance Contract, a comprehensive Safety Plan outlining code of safe work practices and procedures as listed in Appendix C: Code of Safe Practices in the Guide to Developing Your Workplace Injury and Illness Prevention Program, Title 8, Section 1509, Industrial and Illness Prevent Program, Subchapter 4, Construction Safety Orders, Article 3, General, for all activities including, but not limited to, trenching and shoring, fall protection, confined space entry, hazardous materials, night work, and lockout block-out. The plan will provide a list of competent persons for activities for which competent persons are defined and are required by state law including, persons responsible for the application of pesticides, herbicides, fungicides and fertilizers.
1. The Safety Plan is to contain directions to the closest hospital and provide a map showing the JWA and the location of hospitals. Information regarding spill response and hazardous materials is to be included. The plan will be reviewed and signed by all personnel entering Airport property. The plan will identify the projects included in the Safety Plan, describe operational safety during the activity, and limitations of work area. It will provide a method for the identification of Contractor's vehicles, and it will list safety considerations to be discussed at a conference at the beginning of the Contract service period and at subsequent safety meetings. The plan must include training and necessary licensing and certification for all persons handling and applying pesticides, herbicides, fungicides and fertilizers or other hazardous materials. All safety and hazardous materials training must be documented.
- D. **SAFETY MEETINGS.** Safety meetings will be held and documented at the start of the Contract and at regularly scheduled times as described in the Safety Plan and at the introduction of new personnel on site. The meetings will cover the items in the Safety Plan. This is also a good time to review the JWA environmental requirements (such as not hosing down work areas, etc.).

#### IX. HAZARDOUS MATERIALS OR SUBSTANCES

- A. Contractor will comply with all material usage limitations; permit record keeping, and reporting requirements imposed by federal, state, and local laws and regulations. Before bringing any material subject to requirements under this section onto the job site, the Contractor is to notify the Airport what type and quality of material will be used and shall provide the Airport with the Manufacturer's Material Safety Data Sheets as required by law.
- B. Compliance with Environmental Laws: Contractor agrees to accept full responsibility for compliance with all applicable Environmental Laws, rules regulations, restrictions, and ordinances relating to Hazardous Materials. Contractor shall comply with all such Environmental Laws, rules and regulations, including, but not limited to, those applicable to:
1. underground storage tanks, pipelines, pumps and other equipment, and
  2. the storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants, coolants, pesticides, herbicides, fertilizers, batteries and/or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.

- C. Remediation: Contractor agrees that is shall be responsible for the clean-up, removal and remediation of any Hazardous Materials or contamination caused by the Contractor or any of its subcontractors or agents.
- D. Environmental Indemnification: Contractor shall indemnify, defend and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses arising from its actions including without limitation, business interruption, diminution in value of the County property, and sums paid in settlement of claims, attorney's fees, consultant fees and expert witness fees as a result of the release or spilling of contamination of Hazardous Materials upon or within County property except that Contractor's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Contract, the subject of ongoing investigation and remediation by third parties that are not affiliated with Contractor. This indemnification includes, without limitation, reasonable attorney's fees and costs, costs incurred by County in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or legal governmental entity because of Hazardous Materials being present in the soil or groundwater or under the site of other affected County property. The indemnification shall survive the termination of the Contract.

X. ADDITIONAL SAFETY

- A. The Contractor shall adhere to JWA's safety and security standards by having all equipment, tools, and materials in the Technician's immediate possession at all times.
- B. The Contractor shall provide and place all necessary safety and traffic control equipment required to protect its employees, the public, and surrounding areas.
- C. The Contractor shall be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by the Contractor during the performance of work at JWA.
- D. The Contractor shall remove from John Wayne Airport, and properly dispose of, all trash and debris generated from its operations prior to the end of each workday at the Contractor's expense. John Wayne Airport trash dumpsters shall not be used for this purpose.

XI. JOHN WAYNE AIRPORT QUALITY ASSURANCE

A. Consequences of Contractor's Failure to Perform Required Services

The Contractor shall perform the Scope of Work requirements as described herein. John Wayne Airport will deduct an amount from the Contractors invoice or otherwise withhold payment for unsatisfactory or non-performed work.

ATTACHMENT B  
CONTRACTOR’S PRICING

I. **COMPENSATION:** This is an all-inclusive, firm fixed price Contract between the County and Contractor for Landscape Maintenance Services, as set forth in Attachment A, “Scope of Work”.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall not pay any sum in excess of the Fixed Prices specified below, unless work is authorized by County’s Project Manager in accordance with the Attachment A, Section V “Additional Services”, or unless authorized by amendment in accordance with Paragraphs 29 and 44 of the Contract Terms and Conditions.**

II. **PAYMENT TERMS:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment is as follows:

a. **LANDSCAPE MAINTENANCE SERVICES**

~~i. Total Monthly Fixed Price \$ 34,400.93~~

~~1. Total Annual Fixed Price \$ 412,811.16~~

~~(Monthly Fixed Price multiplied by 12 months)~~

~~2. Total Fixed Price for Three Years \$ 1,238,433.48~~

~~(Annual Fixed Price multiplied by 3 years)~~

~~a. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.~~

~~b. Regular Hours shall mean Monday through Friday 8:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 7:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July~~

**LANDSCAPE MAINTENANCE SERVICES**

ii. Effective 9/11/07 to 9/10/10 - Monthly Fixed Price: \$34,400.93

Total Annual Fixed Price: \$412,811.16  
(Monthly Fixed Price multiplied by 12 months)

Total Fixed Price for Three Years: \$1,238,433.48  
(Annual Fixed Price multiplied by 3 years)

ii. Effective 9/11/10 to 9/10/11- Monthly Fixed Price: \$34,400.93

Total Annual Fixed Price: \$ 412,811.16

(Monthly Fixed Price multiplied by 12 months)	
iii. Effective 9/11/11 to 9/10/13 - Monthly Fixed Price:	\$30,960.84
Total Annual Fixed Price:	\$371,530.08
(Monthly Fixed Price multiplied by 12 months)	
Total Fixed Price for Two Years:	
(Annual Fixed Price multiplied by 2 years)	\$743,060.16

b. **RENOVATION SERVICES:** Root pruning of the ten (10) Phoenix Canariensis and two (2) Phoenix Reclinita Palms directly in front of the terminal in the sidewalk area.

i. \$ 24,360.00 /total service

c. **ADDITIONAL SERVICES:** Any additional labor, tools, equipment, etc. not listed below must be approved by the County Project Manager in accordance with Attachment A, "Scope of Work", section V.

~~i. Additional Services shall not exceed \$ 61,922.00~~

~~ii. Time~~

~~1. Regular Hourly Rate \$ 25.00~~

~~2. After Hours Hourly Rate \$ 37.50~~

~~3. Holiday Hourly Rate \$ 50.00~~

~~a. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.~~

~~b. Regular Hours shall mean Monday through Friday 8:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 7:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July~~

~~d. TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: \$ 1,324,715.48~~

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Regular Hours shall mean Monday through Friday 8:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 7:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July

Additional Services shall not exceed;

i. Effective 9/11/07 to 9/10/11 (\$20,640.67 per year): \$61,922.00

4. Regular Hourly Rate \$25.00

5. After Hours Hourly Rate \$37.50

6. Holiday Hourly Rate	<u>\$50.00</u>
ii. Effective 9/11/11 – 9/10/13 (\$18,576.92 per year):	<u>\$37,153.84</u>
1. Regular Hourly Rate	<u>\$22.50</u>
2. After Hours Hourly Rate	<u>\$33.75</u>
3. Holiday Hourly Rate	<u>\$45.00</u>
<b>d. TOTAL CONTRACT AMOUNT SHALL NOT EXCEED:</b>	<b>\$ <u>2,517,740.64</u></b>

III. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

IV. **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 the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. **CONTRACTOR’S EXPENSE:** The 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.

VI. **PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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

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

VII. **INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor’s letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from (a), above
- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number

- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

John Wayne Airport  
Attn: Accounting Services  
3160 Airway Ave.  
Costa Mesa CA 92626

VIII. **SCHEDULE OF DEDUCTIONS:** The Schedule of Deduction, attached hereto as Attachment D, will aid the County in understanding the cost allocation for the different items that the Contractor will be performing under this Contract. Contractor’s associated cost for each service task identified is specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that the Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Attachment D, Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

**ATTACHMENT C  
STAFFING PLAN/SUBCONTRACTOR INFORMATION**

**1. KEY PERSONNEL TO PERFORM CONTRACT DUTIES**

Name	Classification/Designation
Sergio Hernandez	Project Manager
Nabor Garcia	Supervisor
Jose Sicairos	Landscape Irrigation Laborer

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

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

**2. SUBCONTRACTOR(S)**

**In accordance with Article 35, “Assignment or Sub-Contracting”, listed below are Sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A.**

Subcontractor Company Name /Location Address	Contact Name and Telephone Number	Division of Work or Trade
N/A		

As required by California State Law, the General Contractor will state above the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the General Contractor’s total bid and will state the firm name and principal location of the office of each. If a General Contractor fails to specify a subcontractor or if he specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself. The Contractor shall not, without the consent of County either: 1.) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated above; or, 2.) Permit any subcontract to be assigned or transferred allow it to be performed by anyone other than the original Subcontractor listed above.

**ATTACHMENT D  
SCHEDULE OF DEDUCTIONS**

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

GENERAL MAINTENANCE:	LOCATION(S)	MINIMUM FREQUENCY	UNIT COST	TOTAL ANNUAL FIXED PRICE
Clean Sidewalks	All, except front of Terminal	Weekly	\$ 230.22	\$ 11,971.44
Remove Trash Litter	All, except front of Terminal	Weekly	\$ 460.43	\$ 23,942.36
Sweep Sidewalks	All, except front of Terminal	Monthly	\$ 447.20	\$ 5,366.40
<b>LANDSCAPE MAINTENANCE</b>				
Leaching	All Property	Quarterly	\$ 2,012.00	\$ 8,049.60
Fertilization	All Property	Five Times per Year	\$ 3,863.80	\$ 19,319.00
Weeds	All Property	As required	\$ 2,146.56	\$ 2,146.56
Rodents & Pest	All Property	As required	\$ 2,146.56	\$ 2,146.56
Insects & Disease	All Property	As required	\$ 2,146.56	\$ 2,146.56
Fungicide (Pittosporum)	All Property	Eight Times per Year	\$ 1,006.20	\$ 8,049.60
Maintain Mulch Under Shrubs	All Property	Monthly	\$ 983.84	\$ 11,806.08
<b>TREE MAINTENANCE, EXCLUDING PALM TREES</b>				
Tree Well	All Property	Monthly	\$ 2,442.40	\$ 29,308.80
Soil drenching with Merit	All Eucalyptus trees	Annually	\$ 11,971.20	\$ 11,971.20
<b>TREE PRUNING SERVICES (ANNUAL)</b>				
Trimmed/Shaped/Thinned	All Property	Annually	\$ 29,308.80	\$ 29,308.80
Clearance (Horiz/ Vert)	All Property	As required	\$ 5,985.60	\$ 5,985.60
Damaged Limb Removal	All Property	As required	\$ 5,985.60	\$ 5,985.60
<b>PALM TREE MAINTENANCE</b>				
Inspect Condition	3160, Terminal, Kennel	Weekly	\$ 83.35	\$ 4,334.20
Leaching	3160, Terminal, Kennel	Four Times per Year	\$ 825.60	\$ 3,302.40
Subdrain System	3160, Terminal, Kennel	8X per Year & Rain Periods	\$ 804.96	\$ 8,049.60
Fertilization	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Insect & Disease Control	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Damaged/ Diseased Fronds	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Clearance (Horiz/ Vert)	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Trim	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60
Removal of Fruit	3160, Terminal, Kennel	As required	\$ 825.60	\$ 825.60

TURF GRASS MAINTENANCE		LOCATION(S)	MINIMUM FREQUENCY	UNIT PRICE	ANNUAL TOTAL PRICE
	Mowing	All Property	Weekly & Bi-weekly	\$ 1,145.52	\$ 45,820.80
	Edging	All Property	Weekly & Bi-weekly	\$ 588.24	\$ 23,529.60
	Leaching	All Property	Quarterly	\$ 1,238.40	\$ 4,953.60
	Aeration	All Property	Annually	\$ 1,238.40	\$ 1,238.40
	Dethatch	All Property	Annually	\$ 6,192.00	\$ 6,192.00
	Reseed	All Property	Annually	\$ 6,192.00	\$ 6,192.00
	Fertilization – Ammonium Nitrateper	All Property	Five Times per Year	\$ 2,229.12	\$ 11,145.60
	Fertilization – Complete	All Property	Five Times per Year	\$ 2,229.12	\$ 11,145.60
	Weeds	All Property	Two Time per Year/As required	\$ 4,334.40	\$ 8,668.80
	Rodents & Pest	All Property	As required	\$ 2,476.80	\$ 2,476.80
	Insects & Disease	All Property	As required	\$ 2,476.80	\$ 2,476.80
<b>SHRUB PRUNING</b>					
	Trimmed/Shaped/Thinned	All Property	Two Times per Year	\$ 1,032.00	\$ 2,064.00
	Clearance (Horz/ Vert)	All Property	As necessary	\$ 894.50	\$ 894.50
	Bird-Paradise	All Property	As necessary	\$ 894.50	\$ 894.50
	Bougainvillea	All Property	As necessary	\$ 894.50	\$ 894.50
	Honeysuckle	All Property	As necessary	\$ 894.50	\$ 894.50
	Hedges	All Property	As necessary	\$ 894.50	\$ 894.50
	Trumpet Vines	All Property	As necessary	\$ 894.50	\$ 894.50
	Cultivation	Areas in front of A1 & B1 Parking	Weekly	\$ 531.88	\$ 27,657.76
	Leaves Raked	Under All Shrubs	Monthly	\$ 516.00	\$ 6,192.00
<b>IRRIGATION SYSTEM</b>					
	Inspect & Test System	Where required	Weekly	\$ 571.57	\$ 29,721.64
	Preventative Maintenance	Where required	Quarterly	\$ 1,135.20	\$ 4,540.80
	Monitor Requirements	Probe testing, Clock settings	Monthly	\$ 584.80	\$ 7,017.60
<b>SPECIAL REPORTS</b>					
	Soil Analysis	All Property	Annually	\$ 165.12	\$ 165.12
	Insect & Disease Log	All Property	Monthly	\$ 92.88	\$ 1,114.56
	Palm Tree Sump Log	3160 & Terminal	Monthly	\$ 92.88	\$ 1,114.56
	Soil Probe Test & Log	All Property	Monthly	\$ 92.88	\$ 1,114.56
	Pesticide/ Fungicide Log	All Property	Monthly	\$ 92.88	\$ 1,114.56
	Fertilizer Use Log	All Property	Monthly	\$ 92.88	\$ 1,114.56
	Daily Log-in Sheet		Daily	\$ 9.21	\$ 2,394.60
	Training Meetings		Annually	\$ 92.56	\$ 92.56
	Safety Meetings		Weekly on site	\$ 41.32	\$ 41.32
			TOTAL ANNUAL COST:		\$ 412,811.16

**Attachment E  
Summary of Special Reports**

1. SOIL ANALYSIS: (To be submitted to the County Project Manager)
  - A. A soil analysis shall be performed each year during the first week in February to determine actual soil conditions and determine possible adjustments required for fertilization.
  - B. Contractor shall take soil samples from each landscape area.
  - C. Contractor shall have a soil fertility analysis performed on each soil sample by an independent testing laboratory.
  - D. Contractor shall submit a copy of the soil fertility analysis, which shall include fertilization recommendations, to the County within 21 days of the Contract execution date.

Analysis and recommendations shall specifically address each type of landscaping and specific areas.

    - 1) Turf grass
    - 2) Trees
    - 3) Shrubs
    - 4) Vines
    - 5) Palm trees
  - E. County may initiate changes in the fertilization specifications based upon the results of the soil fertility analysis.
2. MONTHLY INSPECTION LOG – INSECTS and DISEASES:
  - A. Contractor shall inspect and treat for insects and diseases on an ongoing basis as required by the specifications.
  - B. Contractor shall record all insect infestations and diseases, and their treatments on an ongoing basis.
  - C. Contractor shall submit the Insect and Disease Inspection Log each month with its request for payment.
3. MONTHLY INSPECTION LOG – PALM TREE SUMPS:
  - A. Contractor shall inspect the palm tree sumps as required by the specifications.
  - B. Contractor shall prepare and submit a copy of the Palm Tree Sump Inspection Log each month with its request for payment.
4. MONTHLY INSPECTION LOG – SOIL PROBE:
  - A. Contractor shall perform soil probes on an ongoing basis as required by the specifications.
  - B. Contractor shall record results from the soil probes on an ongoing basis.
  - C. Contractor shall submit the Soil Probe Inspection Log each month with its request for payment.

5. MONTHLY PESTICIDE/ FUNGICIDE LOG SHEET (Contractor to submit each monthly with its request for payment)
  - A. Sheet will have the following:
    - Brand Name
    - Location
    - Element Breakdown
    - Rate
    - Amount used
  
6. MONTHLY FERTILIZER LOG SHEET (Contractor to submit each monthly with its request for payment)
  - A. Sheet will have the following:
    - Brand Name
    - Location
    - Element Breakdown
    - Rate
    - Amount used
  
7. DAILY STAFF LOG SHEET (to be turned in to County Project Manager, daily)
  - A. Sheet will have the following:
    - Name of worker
    - Location of work
    - Date of service
  
8. STAFF TRAINING LOG (Contractor to turn in to County Project Manager Bi-Annually)
  - A. Sheet will have the following:
    - Name of worker(s)
    - Date of training
    - Type of training
    - Certificate (copy to JWA)
  
9. SAFETY TRAINING LOG (Contractor to turn in to County Project Manager Bi-Annually)
  - A. Sheet will have the following:
    - Name of worker(s)
    - Topics
    - Dates

**ATTACHMENT F  
LANDSCAPE MAINTENANCE  
MODEL PROCEDURES  
BEST MANAGEMENT PRACTICES**

## FP-2



### LANDSCAPE MAINTENANCE

1. **The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to the storm drain system and receiving waters. Landscape maintenance practices may involve one or more of the following activities:**
  - a. **Mowing, Trimming/Weeding, and Planting**
  - b. **Irrigation**
  - c. **Fertilizer and Pesticide Management**
  - d. **Managing Landscape Waste**
2. **POLLUTION PREVENTION:**
  - a. Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for landscape maintenance include:
    - b.  Implement an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools. Refer to Appendix D, Fertilizer and Pesticide Management Guidance for further details.
    - c.  Choose low water using flowers, trees, shrubs, and groundcover.
    - d.  Appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) will preserve the landscapes water efficiency.
    - e.   Once per year, educate municipal staff on pollution prevention measures.
3. **MODEL PROCEDURES:**
  - a. **Mowing, Trimming/Weeding, and Planting**
    - i.  Whenever possible, use mechanical methods of vegetation removal rather than applying

herbicides. Use hand weeding where practical.

- ii. ♦ When conducting mechanical or manual weed control, avoid loosening the soil, which could erode into streams or storm drains.
  - iii. ♦ Use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
  - iv. ♦ Do not blow or rake leaves, etc. into the street or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.
  - v. ♦ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
  - vi. ♦ Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.
  - vii. Planting ♦ Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting ornamental vegetation.
  - viii. ♦ When planting or replanting consider using low water use groundcovers.
- b. Optional:
- i.  Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.
- c. Irrigation
- i. ♦ Utilize water delivery rates that do not exceed the infiltration rate of the soil.
  - ii. ♦ Use timers appropriately or a drip system to prevent runoff and then only irrigate as much as is needed.
  - iii. ♦ Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering, and repair leaks in the irrigation system as soon as they are observed.
  - iv. ♦ Where practical, use automatic timers to minimize runoff.
  - v. ♦ Use popup sprinkler heads in areas with a lot of activity or where there is a chance the pipes may be broken. Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
  - vi. ♦ If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
  - vii. ♦ If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.

d. Fertilizer and Pesticide Management

- i. Usage ♦ Utilize a comprehensive management system that incorporates integrated pest management techniques.
- ii. ♦ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- iii. ♦ Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- iv. ♦ Pesticide application must be under the supervision of a California qualified pesticide applicator.
- v. ♦ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- vi. ♦ Do not mix or prepare pesticides or fertilizers for application near storm drains.
- vii. ♦ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- viii. ♦ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ix. ♦ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- x. ♦ Periodically test soils for determining proper fertilizer use.
- xi. ♦ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- xii. ♦ Inspect pesticide/fertilizer equipment and transportation vehicles daily.
- xiii. ♦ Refer to Appendix D for further guidance on Fertilizer and Pesticide management

e. Optional:

- i.  Work fertilizers into the soil rather than dumping or broadcasting them onto the surface.
- ii.  Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seed-head weevils, and spiders prey on detrimental pest species).
- iii.   Use slow release fertilizers whenever possible to minimize leaching.
- iv.

f. Scheduling

- i. ♦ Do not use pesticides if rain is expected within 24 hours. ♦ Apply pesticides only when wind speeds are low (less than 5 mph).

Disposal

- ii. ♦ Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- iii. ♦ Triple rinse containers and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- iv. ♦ Dispose of empty pesticide containers according to the instructions on the container label.

- v. Managing Landscape Waste
  - vi. ♦ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into waterways or storm drainage systems.
  - vii. Also see Waste Handling ♦ Place temporarily stockpiled material away from watercourses and storm and Disposal procedure drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- g. Sheet
- i. ♦ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming.
  - ii. ♦ Inspection of drainage facilities should be conducted to detect illegal dumping of clippings/cuttings in or near these facilities. Materials found should be picked up and properly disposed of.
  - iii. ♦ Landscape wastes in and around storm drain inlets should be avoided by either using bagging equipment or by manually picking up the material.
- h. Erosion Control
- i. ♦ Maintain vegetative cover on medians and embankments to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff.
- i. Also see Waste Handling and Disposal procedure ♦ Minimize the use of disking as a means of vegetation management because sheet the practice may result in eroding barren soil.
- i. ♦ Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.
  - ii. LIMITATIONS:
  - iii. Alternative pest/weed controls may not be available, suitable, or effective in every case.
4. REFERENCES:
- a. *California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. July 1993.*
  - b. *County of Orange. 2000. Public Facilities and Resources Department, Management Guidelines for the Use of Fertilizers and Pesticides. September.*
  - c. *King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>*
  - d. *Los Angeles County Stormwater Quality Model Programs. Public Agency Activities [http://ladpw.org/wmd/npdes/model\\_links.cfm](http://ladpw.org/wmd/npdes/model_links.cfm)*
  - e. *Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.*
  - f. *Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff*

Management Plan. September 1997, updated October 2000.

**5. IC7. LANDSCAPE MAINTENANCE**

**a. Best Management Practices (BMPs)**

- i. A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner<sup>1</sup>. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.
- ii. The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	x
Oxygen Demanding	x

**b. MINIMUM BEST MANAGEMENT PRACTICES**

- i. Pollution Prevention/Good Housekeeping
  - 1.  Properly store and dispose of gardening wastes.
  - 2.  Use mulch or other erosion control measures on exposed soils.
  - 3.  Properly manage irrigation and runoff.
  - 4.  Properly store and dispose of chemicals.
  - 5.  Properly manage pesticide and herbicide use.
  - 6.  Properly manage fertilizer use.  
Stencil storm drains Training
  - 7.  Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
  - 8.  Provide on-going employee training in pollution prevention.
- ii. Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.
- iii. Take steps to reduce landscape maintenance requirements.
  - 1.  Where feasible, retain and/or plant native vegetation with features that are determined to be beneficial. Native vegetation usually requires less maintenance than planting new vegetation.

2.   When planting or replanting consider using low water use flowers, trees, shrubs, and groundcovers.
  3.   Consider alternative landscaping techniques such as naturescaping and xeriscaping.
- iv. Properly store and dispose of gardening wastes.
1.  Dispose of grass clippings, leaves, sticks, or other collected vegetation as garbage at a permitted landfill or by composting.
  2.   Do not dispose of gardening wastes in streets, waterways, or storm drainage systems.
  3.  Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm and/or cover.
- v. 3. Use mulch or other erosion control measures on exposed soils.
- vi. EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

**c. IC7 Landscape Maintenance**

**i. Properly manage irrigation and runoff.**

1.   Irrigate slowly or pulse irrigate so the infiltration rate of the soil is not exceeded.
2.   Inspect irrigation system regularly for leaks and to ensure that excessive runoff is not occurring.
3.   If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
4.  If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.
5.   Use automatic timers to minimize runoff.
6.  Use popup sprinkler heads in areas with a lot of activity or where pipes may be broken. Consider the use of mechanisms that reduce water flow to broken sprinkler heads.

**ii. Properly store and dispose of chemicals.**

1.  Implement storage requirements for pesticide products with guidance from the local fire department and/or County Agricultural Commissioner.
2.   Provide secondary containment for chemical storage.
3.   Dispose of empty containers according to the instructions on the container label.
4.   Triple rinse containers and use rinse water as product.

**iii. Properly manage pesticide and herbicide use.**

1.  Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and herbicides and training of applicators and pest control advisors.
2.   Follow manufacturers' recommendations and label directions.
3.  Use pesticides only if there is an actual pest problem (not on a regular

preventative schedule). When applicable use less toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible. Use the minimum amount of chemicals needed for the job.

4.   Do not apply pesticides if rain is expected or if wind speeds are above 5 mph.
5.  Do not mix or prepare pesticides for application near storm drains. Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the targeted pest.
6.  Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.
7.  Do not apply any chemicals directly to surface waters, unless the application is approved and permitted by the state. Do not spray pesticides within 100 feet of open waters.
8.  Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
9.  When conducting mechanical or manual weed control, avoid loosening the soil, which could lead to erosion.
10.   Purchase only the amount of pesticide that you can reasonably use in a given time period.
11.  Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.
12. 7. Properly manage fertilizer use.
13.  Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers.
14.   Follow manufacturers' recommendations and label directions.
15.  Employ techniques to minimize off-target application (e.g. spray drift) of fertilizer, including consideration of alternative application techniques. Calibrate fertilizer distributors to avoid excessive application.
16.   Periodically test soils for determining proper fertilizer use.
17.   Fertilizers should be worked into the soil rather than dumped or broadcast onto the surface.
18.  Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
19.   Use slow release fertilizers whenever possible to minimize leaching

**d. IC7 Landscape Maintenance**

**i. Incorporate the following integrated pest management techniques where appropriate:**

1.   Mulching can be used to prevent weeds where turf is absent.
2.  Remove insects by hand and place in soapy water or vegetable oil. Alternatively, remove insects with water or vacuum them off the plants.
3.   Use species-specific traps (e.g. pheromone-based traps or colored sticky

cards).

4.  Sprinkle the ground surface with abrasive diatomaceous earth to prevent infestations by soft-bodied insects and slugs. Slugs also can be trapped in small cups filled with beer that are set in the ground so the slugs can get in easily.
5.  In cases where microscopic parasites, such as bacteria and fungi, are causing damage to plants, the affected plant material can be removed and disposed of (pruning equipment should be disinfected with bleach to prevent spreading the disease organism).
6.   Small mammals and birds can be excluded using fences, netting, and tree trunk guards.
7.  Promote beneficial organisms, such as bats, birds, green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders that prey on detrimental pest species.

ii. **Training**

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Educate and train employees on the use of pesticides and pesticide application techniques. Only employees properly trained to use pesticides can apply them.
3. Train and encourage employees to use integrated pest management techniques.
4. Train employees on proper spill containment and cleanup.
  - a.  Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
  - b.  Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
  - c.   BMP IC17 discusses Spill Prevention and Control in detail.
5. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
6. Use a training log or similar method to document training.

e. **Stencil storm drains**

- i. Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

ii. **References**

1. California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003. [www.cabmphandbooks.com](http://www.cabmphandbooks.com)
2. California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.
3. King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface

Water Management. July 1995. On-line:  
<http://dnr.metrokc.gov/wlr/dss/spcm.htm>

4. Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

**f. IC7 Landscape Maintenance**

- i. Water Quality Handbook for Nurseries. Oklahoma Cooperative Extension Service. Division of Agricultural Sciences and Natural Resources. Oklahoma State University. E-951. September 1999.
- ii. **For additional information contact:**
  1. County of Orange  
Watershed & Coastal Resources  
Stormwater Program  
(714)567-6363  
or visit our website at:  
[www.ocwatersheds.com](http://www.ocwatersheds.com)

**ATTACHMENT G  
FERTILIZATION SCHEDULE**

The Contractor shall be issued and must complete all JWA CMMS monthly PMs with the following tasks listed below:

**SPECIAL INSTRUCTIONS:**

1. Review Manufacturer’s instructions, warnings and cautions.
2. Contract administered by JWA

**TOOLS AND MATERIALS:**

1. Ammonium Nitrate [3 lbs per 1,000 sq ft]
2. Best Super-Iron (1-2-0) [15 lbs per 1,000 sq ft]
3. Ammonium Phosphate/ Ammonium Sulfate (13-6-6) [6.5 lbs per 1,000 sq ft]
4. Bone Meal (12-0-0) [25 lbs per 1,000 sq ft]
5. Best Super-Iron (1-2-0) [25 lbs per 1,000 sq ft] or miloganite [50 lbs per 1,000 sq ft]
6. Apex Palm Plus (13-5-8 / 12-2.1-6.60 [As per specs by palm doc.]
7. Best Super-Iron (1-2-0) [0.5 lbs per 1,000 sq ft]
8. Treble Super Phosphate [1.5 lbs per 1,000 sq ft]
9. Nitrohumus [100 lbs per 1,000 sq ft]; cultivate 3 ft into soil
10. Complete Fertilizer (16-6-8);
11. Citrus Food (13-6-6); Ammonium Sulfate [0.5 lbs per inch of trunk]
12. Nitrohumus
13. Miracid

Note: Fertilization for turf, Raphiolepis and vines should match annual soil analysis.

**FERTILIZATION SCHEDULE AND MATERIALS:**

PLANT TYPE:	MONTH											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	* Fertilizer type; see above for number											
TURF GRASS	1	1	10	1	10	10				10	1	1
Camellias			13			13				13		
TREES :												
Citrus “Valencia” (Valencia Orange”			12			12				7/10		
Eucalyptus Maculate (Spotted Gum)			7							7		
Ficus Rubiginosa (Rusty Leaf Fig)			7							7		
Geijera Parviflora (Australian Willow) - TBD												
Ulmus Parvifolia (True Green Elm) - TBD												
SHRUBS:												
Agapanthus Aficanus			7		7					7		
Buxus Japaponica – TBD												
Hermerocalis (Daylily) – TBD												

Hibiscus (Hula Girl)			5				5		9		
Ligustrum (Texas Privet)									5		
Nerium (Oleander) – TBD											
Pittosporum Undulatum (Victorian Box)			5						5/9		
Pittosporum Tobia (Wheeler’s Dwarf) – TBD											
Pittosporum Tobira (Japanese Mock Orange) – TBD											
Raphiolepis (Indian Hawthorne)		2			2				2		
Raphiolepis (Majestic Beauty) – TBD											
Sterlitzia Reginae (Bird of Paradise)			4		4				4		4
VINES:											
Bougainvillea		2			2				2		
Clytostoma (Violet Trumpet)		2			2				2		
Distictis (Red Trumpet)		2			2				2		
Lonicera (Honeysuckle)			2		2		2		9		
Trachelospermum (Jasmine) – TBD											
PALMS:											
Phoenix Canariensis				6			6		6		
Phoenix Reclinita				6			6		6		
Washingtonia Robusta				6			6		6		

TBD = To be determined prior to Contract commencement.

ATTACHMENT H  
INVENTORY

Inventory						
	Thomas F. Riley Terminal 18601 Airport Way Santa Ana, CA	Eddie Martin Administration Building 3160 Airway Avenue Costa Mesa, CA	Fire Station 33 374 Paularino Costa Mesa Ca	366 Paularino Costa Mesa, CA	Other Facilities (i.e. Parking Lots, West Tie down Areas, Jay's Gate, and Pilot Lounge, etc.)	Along Roadside
Festuca Eletior/ Tall Fescue solid sod Marathon II Sq. Ft Turf Grass.	108,900	20,093	2,601	0	1,594	10,000
Sq. Ft. Ground Cover	90,000	1,300	200	300	400	600,000
Agapanthus africanus - Lily of the Nile with blue flowers	10,000	0	200	0	30,000	10,000
Strelitzia Reginae- Bird of Paradise	200	0	0	0	765	830
Sq. Ft. Planter Boxes	16,787	9136	345	0	11,656	0
Photinia fraserii	0	0	0	0	865	123
Morning Glory vine	0	0	0	0	755	323
Lantana	0	0	0	0	565	432
Sq. Ft. Sidewalk	0	2,779	1,200	457	0	0
Sq. Ft. Parking Lot	0	N/A	3,200	2,000	4,000	0
Sq. Ft. Patio	0	3,253	0	0	27,630	0
Citrus "Valencia" Valencia Orange Tree	45	0	0	0	0	0
Eucalyptus maculata Spotted Gum	0	0	0	0	137	350
Ficus rubiginosa - Rusty Leaf Fig	0	0	0	0	0	60
Geijera Parviflora - Australian Willow	10	6	3	2	60	65
Ulmus Parvifolia 'True Green' - rue Green Elm	0	5	3	5	30	0
Washingtonia Robusta Mexican Fan Palm	0	0	0	0	0	64
Phoenix Canariensis Canary Island Palm	0	0	0	0	0	142
Phoenix Reclinata Senegal Date Palm	2	0	0	0	0	0
Queen Palms	0	10	0	0	75	0
Jacaranda mimosifolia Jacaranda	0	5	0	0	53	15

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