

CONTRACT CT-012-24010508

FOR

DECORATING AND LIGHTING RENTAL SERVICES

BETWEEN

OC COMMUNITY RESOURCES

AND

BRIGHTLIFE DESIGNS, LLC



**CONTRACT MA-012-24010508
BETWEEN
COUNTY OF ORANGE, OC COMMUNITY RESOURCES
AND
BRIGHTLIFE DESIGNS, LLC
FOR
DECORATING AND LIGHTING RENTAL SERVICES**

This Contract MA-012-24010508 for Decorating and Lighting Rental Services, (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, OC Parks (“County”) and BrightLife Designs, LLC, a California Limited Liability Company, with a place of business at 16351 Gothard St, Ste. C Huntington Beach, CA 92647, (“Contractor”), with County and Contractor sometimes referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

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

- Attachment A – Scope of Work
- Attachment B – Payment and Compensation
- Attachment C – Estimate #1053
- Attachment D – County of Orange, Safety and Loss Prevention Resource Manual

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Decorating and Lighting Rental Services under a firm fixed fee/usage Contract; and,

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- I. “DPA” shall mean the Deputy Purchasing Agent assigned to this Contract.
- II. “Department” and “Agency” shall mean any County Department or Agency requesting Services of Contractor.
- III. “May” shall mean something that is not mandatory but permissible.

- IV. “Service or Services” shall mean Contractor’s duties, tasks and responsibilities to fulfill the requirements of this Contract, which are more specifically identified in Scope of Services.
- V. “Shall” and “Must” shall mean a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.
- VI. “Should” shall mean something that is recommended but not mandatory.

ARTICLES

I. General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor’s expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears

after satisfactory acceptance.

- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an

employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

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

O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

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

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

Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage scheduled, non-owned and hired vehicles	\$1,000,000 combined owned or single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease

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

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state *As Required by Written Contract*.

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

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

payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

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

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

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

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

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z," below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

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

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

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

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

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies contractual terms and conditions by which County will procure Decorating and Lighting Rental Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for one calendar year from that date, unless otherwise terminated by County.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.
4. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
5. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate Contract immediately, pursuant to Article K herein;
 - b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts

shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

8. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

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

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

The provisions and pricing of this Contract may be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to

other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

12. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
13. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
14. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in **Article 21**, “Notices,” such matter shall be brought to the attention of the County DPA by way of the following process:
 - a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

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

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render

a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in **Article K** herein.

15. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
 - d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
 - i. Contractor has made false certification, or
 - ii. Contractor violates the certification by failing to carry out the requirements as noted above.

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

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

entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

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

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

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

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

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

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

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

20. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under

this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: BrightLife Designs, LLC
Attn: Will Gugerty
16351 Gothard St., Suite C
Huntington Beach, CA 92647
Office: (714) 326-8326
Direct: (562) 810-7363
Email: Will@Brightlifedesigns.com

County: OC Community Resources, OC Parks
Attn: Dennis Shaffer
13042 Old Myford Rd.
Irvine CA 92602
Telephone: (949) 923-6756
Email: dennis.shaffer@ocparks.com

Assigned DPA: County of Orange
OC Community Resources, Purchasing & Contract Services
Attn: Kevyn Cobos, DPA
601 North Ross Street, 6th Floor
Santa Ana, CA 92701
Telephone: (949) 585-6443
Email: Kevyn.Cobos@occr.ocgov.com

22. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
23. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for

performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

24. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.
25. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
26. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
27. **County of Orange Local Small Business Preference Requirements:** If Contractor certified as such with its [bid/proposal], Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this contract is executed.
28. **Disabled Veteran Business Enterprise Preference Requirements:** If Contractor certified as such with its [bid/proposal], Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
29. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

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

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

conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.


31. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
32. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.
33. **Inventory:** County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.
34. **Order Dates:** Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.


Signature Page follows

Signature Page

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

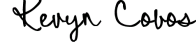
BRIGHTLIFE DESIGNS, LLC *

<small>DocuSigned by:</small>			
	will Gugerty	Business Development Manager	11/30/2023
<small>27CDFE526B04406...</small>			
Signature	Name	Title	Date

<small>DocuSigned by:</small>			
	Joe Castro	Owner	11/30/2023
<small>51DBD46032CE435</small>			
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

<small>DocuSigned by:</small>			
	kevyn Cobos	Deputy Purchasing Agent	11/30/2023
<small>BE99015025A74F5...</small>			
Signature	Name	Title	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. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A
SCOPE OF WORK

I. Scope of Work: This Contract is for Decorating and Lighting Rental Services at the County of Orange Old County Courthouse. Contractor shall furnish all staffing, labor, equipment, and incidentals required for R Decorating and Lighting Rental Services.

II. Contractor Requirements:

- A. Contractor shall provide rental material to decorate the exterior of the Old County Courthouse with holiday décor per attached proposal dated 11/22/2023 (Attachment C).
- B. Contractor shall install and remove LED lights to decorate up to 10 palm trees surrounding building. Palm Trees surrounding the property wrapped with Commercial grade BrightLife 5mm Warm-White LED mini lights, standard plug. 6” bulb spacing. Approximately Ten to Twelve (10-12) light strands will be used on each tree on average. Lights wrapped up to the nut of the palm. Or approximately 25 ft high for a consistent look.
- C. Contractor shall install and remove Garland Bow Accent kits for 10 light poles surrounding building. Double Red and Gold Nylon Bows installed on either side of exterior light poles surrounding the property. One Section of nine-foot Pre-Decorated Garland adorned in Gold Ornaments will be wrapped around each light pole.
- D. Contractor shall install and remove 9.5 ft Cashmere Artificial Trees. Trees will be Pre-Decorated and Pre-Lit with LED Warm White lights. Tree to be installed on either side of the front door entrance on the covered patio and will be decorated in Champagne/Gold color package.
- E. Contractor shall contact County Project Manager or designee to schedule installation date and removal decorations by January 24, 2024.

III. County Project Manager Contacts:

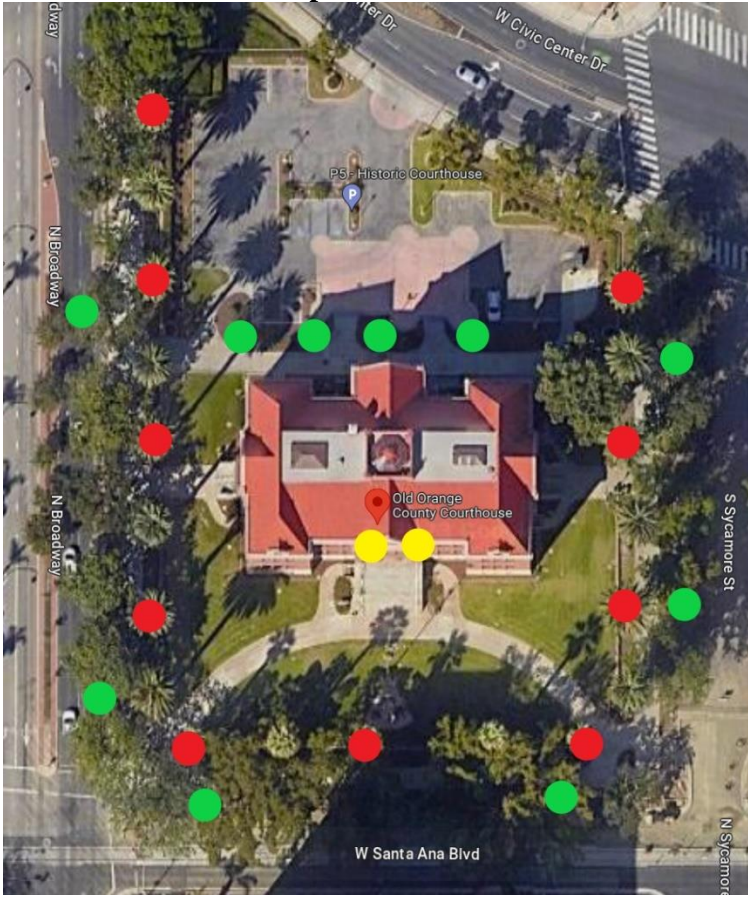
Katie McKay
(714) 300-3511
katelyn.mckay@ocparks.com

Dennis Shaffer
(949) 923-6756
dennis.shaffer@ocparks.com

IV. Locations:

Old Orange County Courthouse
211 W Santa Ana Blvd
Santa Ana, CA 92647

Decoration Location Map:



Tree Locations:



Pre Decorated Pre Lit Tree Example:



ATTACHMENT B
PAYMENT AND COMPENSATION

1. **Compensation:** This is a firm-fixed fee Contract between County and Contractor for Decorating and Lighting Rental Services as set forth in Attachment A, "Scope of Work".

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

2. **Fees and Charges:** County will pay the fees and charges in accordance with the provisions of this Contract.

A. Payment shall be as follows:

ITEM NO.	DESCRIPTION	QTY.	UNIT COST	TOTAL COST
1	Installation and Removal: Palm Trees Wrapped Lighting	10	\$575.00	\$5,750.00
2	Installation and Removal: Garland Bow Accent Kit	10	\$515.00	\$5,150.00
3	Installation and Removal: Cashmere Artificial Trees Pre-Decorated/Pre-Lit	2	\$1,950.00	\$3,900.00

B. **CONTRACT AMOUNT NOT TO EXCEED:** \$ **14,800.00**

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

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

3. **Price Increase/Decreases:** No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

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

5. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

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

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

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from "a" above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract CT-012-24010508
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/Decorating and Lighting Rental Services, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

OC Community Resources: Accounts Payable
Attn: Accounts Payable
601 North Ross Street
6th Floor
Santa Ana, CA 92701
Email: invoice@occr.ocgov.com

9. **Payment (Electronic Funds Transfer (EFT):** County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice

with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C
ESTIMATE #1053

BrightLife Designs LLC
16351 Gothard St, Ste. C
Huntington Beach, CA 92647 US
Hello@Brightlifedesigns.com
www.brightlifedesigns.com



Estimate

ADDRESS

OC Parks
211 W Santa Ana Blvd
Santa Ana, CA 92647
United States

SHIP TO

OC Parks
211 W Santa Ana Blvd
Santa Ana, CA 92647
United States

ESTIMATE # 1053

DATE 11/22/2023

EXPIRATION DATE 11/29/2023

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Installation & Removal	RENTAL - Palm Trees surrounding the property wrapped with Commercial grade BrightLife 5mm Warm-White LED mini lights, standard plug. 6" bulb spacing. Approximately Ten to Twelve (10-12) light strands will be used on each tree on average. Lights wrapped up to the nut of the palm. Or approximately 25 ft high for a consistent look. *Item is dependent on power availability. Client to provide power outlet to area for the lighting decor	10	575.00	5,750.00
Installation & Removal	RENTAL - Garland Bow Accent Kit. Double Red and Gold Nylon Bows installed on either side of exterior light poles surrounding the property. One Section of 9' Pre-Decorated Garland adorned in Gold Ornaments will be wrapped around each light pole. Garland is unlit	10	515.00	5,150.00
Installation & Removal	RENTAL - 9.5 Cashmere Artificial Trees Pre Decorated/Pre-Lit with LED Warm White lights. Tree to be installed on either side of the front door entrance on the covered patio. Please see reference photo for example. Tree will be decorated in Champagne/Gold color package. Other color packages available upon request.	2	1,950.00	3,900.00
			SUBTOTAL	14,800.00
			TAX	0.00
			TOTAL	\$14,800.00

ATTACHMENT D
COUNTY OF ORANGE
SAFETY AND LOSS PREVENTION RESOURCE MANUAL
(Attached Separately)

County of Orange
Safety and Loss Prevention Resource Manual

NUMBER:	306	DATE ISSUED:	07/01/91
SUBJECT:	Contractor	EFFECTIVE DATE:	07/01/91
	Safety Responsibilities	LAST REVISED:	06/01/14

PURPOSE: To establish written responsibilities for all Contractors while performing a service for the County

POLICY: Contractors doing business with the County, and lessees utilizing county facilities, are required to conduct all operations under contractual agreements and arrangements with the county in a safe manner.

OBJECTIVE: Contractors shall maintain a safe and healthful environment consistent with the County of Orange's Safety and Loss Prevention Program, Cal/OSHA and all applicable laws and regulations.

SCOPE: All Contractors doing business with the County.

REFERENCES: California Code of Regulations, Title 8, General Industry Safety Orders, Construction Safety Orders, and other Safety Orders that apply to the operation being performed.
California Labor Code, Sections 6300 and 6400

I. Introduction

County of Orange and its departments recognize that many hazards are inherent in construction and other contract work. Compliance with safety regulations can prevent most serious injuries. This procedure will serve as notification of County of Orange safety requirements to contractors, including subcontractors, who perform work for County of Orange. It should not be assumed that this procedure covers all applicable safety and health laws. While onsite, contractors are required to follow applicable federal, state and local safety and health regulations, as well as, County of Orange Policies.

The contractor is responsible and accountable for the safety of their employees. However, the county reserves the right to require the contractor to discontinue operation at any time it determines that the contractor's actions are exposing non-contractor individuals to an unsafe situation or environmental requirements/regulations are NOT being met.

**County of Orange
Safety and Loss Prevention Resource Manual**

II. Emergency Information

Contractors must abide by all alarms and evacuation procedures as established by County departments. Any alarm triggered by the contractor must be reported immediately and a representative must be available to address the incident. The County Department Safety Representative (DSR) should be notified.

Important Telephone Numbers:

All Emergencies	9-1-1
County Safety Officer	714-285-5535
County of Orange Project Manager	_____
Cal/OSHA (for serious injuries) 2000 E. McFadden, Suite 122, Santa Ana, CA 92705	714-558-4451

CAL/OSHA DEFINES A FATAL, SERIOUS INJURY OR ILLNESS AS:

- *An employee who is hospitalized for a period in excess of twenty-four hours, other than for medical observation.*
- *An employee who suffers any serious degree of permanent disfigurement or amputation of any part of his / her body.*
- *An employee who is killed while in the performance of his / her duties.*
California Code of Regulation (CCR), Title 8, Section 330 and 342

As of January 1, 2003 – If an employer fails to report to Cal/OSHA a fatal injury or serious injury or illness to an employee within 8 hours will be subject to a minimum civil penalty of \$5,000.

Reporting a Fatality or Serious Injury: A Fatality or serious injury sustained by an employee of the general contractor or its sub-contractors must be immediately reported via telephone within 8 hours of an incident to Cal/OSHA (see phone number above). The contractor shall also **IMMEDIATELY** notify the County Safety Officer during normal work hours at (714) 285-5535 and for after hours (714) 981-6288. Within 48 hours furnish the County Safety Officer with a copy of any accident/incident report that is

County of Orange Safety and Loss Prevention Resource Manual

generated to: Risk Management/Safety, P.O. Box 327, Santa Ana, CA 92702). If a person is seriously injured, the general contractor will keep the county informed of that person's condition through the County Project Manager.

III. General Requirements

Those projects involving offending odors, excessive noise, or other irritating environmental agents may require work during "after hours" and or weekends.

The contractor must maintain all required permits and licenses for the job. Such permits and licenses must be available at the job site for inspection/audit.

Emergency Evacuations

Upon hearing any alarms or obtaining notification from the department, the contractor must stop all work. This includes ceasing all welding and burning activities and shutting off all equipment. Contractor's personnel shall evacuate to a location 150 feet away from the building, which has been pre-determined by the contractor. The contractor shall account for all contract personnel. The contractor will report any individuals that cannot be accounted for to building emergency personnel to coordinate possible rescue attempts with emergency response personnel. Contractor personnel shall remain in the area until the "ALL CLEAR" is announced and they are instructed to return to work.

California Code of Regulation (CCR), Title 19, Section 3.10 and CCR, Title 8, Section 3220

Fire Alarms

Fire alarms must remain operational at construction sites involving occupied buildings. In the event that the alarm system must be deactivated for more than four hours, the contractor must notify the Project Manager and the County Safety Officer (714-285-5535). Whoever monitors the alarm activation must be notified along with the local fire district. Approval to shut down a system will be given only with sufficient prior notice, where there is a demonstrated need, and the occupants of the building are not exposed to undo risk.

A fire watch is required whenever a fire alarm system is deactivated for more than four hours. The contractor is responsible for funding a fire watch.

County of Orange Safety and Loss Prevention Resource Manual

Contractor Employee Conduct

Each contractor shall insure that their employees and sub-contractor employees conduct themselves in a proper manner while working within County operations. Gestures, remarks, cat calls, whistling, or anything of a derogatory nature will not be tolerated.

Housekeeping

The contractor shall keep the work area, specifically walking and working surfaces, clean and free from debris and trash which could cause slipping and tripping hazards. Tools and materials shall be kept and stored in an orderly fashion.

California Code of Regulation (CCR), Title 8, Section 1513

Injury and Illness Prevention Program

Contractors shall submit a copy of their general Injury and Illness Prevention Program (IIPP) to the Project Manager prior to the start of the project. The contractor's IIPP shall meet the minimum requirement of California Code of Regulations (CCR), Title 8, Sections 1509 or 3203. Contractors shall submit other safety programs that pertain to the type of job that will be performed on site. Some examples are, but not all inclusive: confined space, fall protection, lockout/tagout, trenching and shoring, and asbestos and lead certifications. The County Safety Office is available to assist County project management in evaluating the contractor's IIPP.

California Code of Regulation (CCR), Title 8, Sections 1509 and 3203

Lighting

Walkways must remain lighted for the safety of the pedestrian. When construction activity impacts the lighting of the surrounding area or walkways, the contractor must provide temporary lighting to compensate for the loss. The county requires a minimum of (1) one foot candles for walkways and parking lots. Building entrances must be maintained at (5) five foot candles.

1994 Uniform Building Code (UBC) 400A

Material Safety Data Sheets/Safety Data Sheets (MSDS/SDS)

MSDSs/SDSs on all material used on the project must be submitted to the Project Manager for review prior to the start of the project. Products containing carcinogens, asbestos and lead are not allowed to be brought onsite and used for any project without prior approval from the Project Manager. The Industrial Hygienist with CEO/Risk Management can assist project management regarding questions on an MSDS/SDS.

California Code of Regulation (CCR), Title 8, Section 5194

Noise

The contractor shall endeavor to keep the work area as quiet as possible. If power activated tools, screw guns, or other such devices must be used to accomplish the work,

County of Orange Safety and Loss Prevention Resource Manual

the contractor shall notify the Project Manager and advise him of the type of equipment to be used and the duration of the work to be done. At times it will become necessary for the contractor to stop work immediately when advised by the Project Manager, the department or County Safety Officer that the work is adversely affecting employees and or work areas.

Personal Protection

All required personal protective equipment (PPE) will be provided by the contractor. Its use is mandatory and enforcement is the responsibility of the contractor. Contractor's supervisor shall ensure that his employees wear appropriate clothing that provides adequate protection from normal hazards associated with the job. Examples of PPE are head, eye, hearing, hand, respiratory and fall protection equipment. All PPE used must meet ANSI or Cal OSHA standards.

California Code of Regulation (CCR), Title 8, Section 1514

Smoking

In accordance with California State Law and the COUNTY OF ORANGE policy, there is no smoking inside any county facility or within 20 feet of any entrance, exit and operable service window.

California Government Code, Sections 7596-7598 and OCCO 4-7-1

Stairways and Corridor Egress

Stairwells, elevator lobbies and corridors are intended to provide a safe means for occupants to exit the building and emergency personnel to access the scene. The exit corridors of all areas are required to be kept clear and unblocked at all times, regardless of their width. All carts, supplies, ladders, tools, etc. must be kept out of corridors or stairways when not in use. Some projects may require construction occupying part of the corridor width. When this happens, it is extremely important that the remaining corridor(s) be clear. If an entire corridor or exit must be blocked off for a project, the contractor must get permission from the Project Manager.

Uniform Fire Code, Article 12 and California Code of Regulation (CCR), Title 8, Section 3215

Trash, Waste, and Scrap Disposal

All trash, waste, and scrap must be disposed of each day in proper containers supplied by the contractor. All hazardous waste storage and disposal is to be coordinated with the project management.

Take measures to protect adjacent areas to the construction area from dirt, dust, and debris. Debris shall not be allowed to accumulate within or around the work area. The

County of Orange Safety and Loss Prevention Resource Manual

worksite and surrounding area, especially stairways, corridors, and walkways, must be kept clear of obstructions, waste, and dust which may create tripping, slipping, or egress hazards.

California Code of Regulation (CCR), Title 8, Section 1736

Tools (Powered or Non-Powered)

Power tools shall be maintained in a safe working condition. Designed safety features such as guards and interlocks shall NOT be removed or disabled. Tools shall be tied off when used overhead. Tools powered by gasoline shall not be used inside county buildings unless prior permission given by the Project Manager and safeguards are put in place to reduce exposure to building occupants.

California Code of Regulation (CCR), Title 8, Section 1707

IV. Construction Safety and Hazard Communication Requirement

Asbestos / Lead

Asbestos and lead may be present in buildings where the contractor is working. Contractors must consult with the Project Manager to determine if contracted work will involve the disturbance of asbestos and/or lead. Contractors conducting asbestos or lead abatement work must meet all eligibility requirements established by regulatory agencies.

Any time the contractor finds suspected asbestos containing materials that were not previously identified, the contractor must immediately stop work and contact the Project Manager for the County.

All work shall, at a minimum, comply with all requirements specified by the Environmental Protection Agency (EPA), and California Code of Regulations (CCR), Title 8 pertaining to asbestos or lead.

Contractors shall submit a copy of their work plan to the Project Manager or designated safety consultant prior to commencing any abatement project. The work plan shall include, at a minimum, the scope of work, all up-to-date training and medical records, all required licenses, MSDSs of chemicals used for the project, and all permits.

All hazardous and non-hazardous waste generated from abatement projects MUST be properly manifested per EPA/DOT regulations and signed by the contractor or his designee.

Prior to any hazardous material abatement job such as asbestos or lead abatement, the contractor MUST notify and coordinate with Facilities Management personnel to shut down the air handler unit(s) serving the abatement area.

County of Orange Safety and Loss Prevention Resource Manual

The contractor will obtain necessary permits or registrations from applicable environmental agencies (e.g. South Coast Air Quality Management District, Cal OSHA, etc.) **PRIOR** to beginning any work that will require such a permit. Copies of all permits/registrations will be included in the work plan and submitted to the Project Manager **in advance** of such work.

California Code of Regulation (CCR), Title 8, Sections 1529 and 5208

Barricades and Opening Protection

Barricades and warnings are required around all construction sites. In addition, adequate protection must be given to excavations, holes, or openings in floors or roofs, elevated platforms, and around overhead work to protect people from falling objects.

- Unless the general area is protected, barricades must be erected before any excavation and extended as the excavation progresses.
- Barricaded areas which contain an opening or hole for access must be protected during working hours and must be secured at the end of each day.
- All holes or openings through floors or decking at all elevations must be immediately covered or barricaded. Material or equipment must never be stored on an excavation cover or inside an excavated area.
- Hole covers must be secured or cleated so they CANNOT slip, and they must extend adequately beyond the edge of the hole.
- Barricade shall not create a trip hazard. Any potential trip hazards should be clearly marked.
- The type of barricading system, whether it is fencing, caution tape or some other means must be discussed with the Project Manager and/or in consultation with the County Safety Officer to provide protection for County employees and public users of that service.
- Warning signs should be placed on barricade/fence for the duration of the construction project. Warning sign verbiage shall be coordinated through the Project Manager.

California Code of Regulation (CCR), Title 8, Section 3212

Confined Space

The contractor must notify the Project Manager and submit a copy of their Confined Space Program if work in a confined space is planned. The contractor's Confined Space program shall, at a minimum, comply with California Code of Regulations (CCR), Title 8 requirements pertaining to confined spaces. The contractor is responsible for providing his own monitoring and rescue equipment necessary for safe confined space entry.

California Code of Regulation (CCR), Title 8, Section 5157

County of Orange Safety and Loss Prevention Resource Manual

Electrical

Contractors conducting high-voltage electrical work must be approved for such work by Cal/OSHA. All work shall, at a minimum, comply with all requirements specified in California Code of Regulations (CCR), Title 8 pertaining to High Voltage, Electrical, and specifically to Subchapter 5 – Electrical Safety Orders.

Household electrical extension cords are never permitted in County operations. If a heavy duty electrical cord is used on a temporary basis (a one day use and then unplugged and put away), it must be in good condition and must not create a trip hazard in hallways or on pedestrian walkways. Cords that stretch across walkways must be entirely covered, secured, elevated, or protected by other means when exposed to damage, water, or where they create tripping hazards.

Keep all electrical room doors secured when unoccupied.

Lockout/tagout procedures must be observed when working with electrical equipment. Please refer to Lockout/tagout section of this document.

Machinery or equipment must not be operated within fifteen (15) feet of electric power lines, except where the electrical distribution or transmission lines have been de-energized at the point of work.

All cranes, backhoes and similar lifting or excavating equipment must be effectively grounded when there is a possibility of such equipment coming into contact with an electric power line or power facility, located overhead or underground.

California Code of Regulation (CCR), Title 8, Electrical Safety Orders, Sections 2299-2974

Excavation Safety

Excavation and trenching shall be in accordance with all applicable regulations including CCR, Title 8, Trenching and Excavation requirements. The contractor is responsible for providing a “Competent Person” at every excavation site. This individual must be capable of identifying existing and predictable hazards in the excavation area and determining the suitability of equipment or materials used for support systems, shield systems, and other protective systems. Inspection records are subject to review by the Project Manager or County Safety Officer.

California Code of Regulation (CCR), Title 8, Section 1541

Fall Protection

Safety harnesses must be worn and tied off to independent lifelines when working from elevated areas under the following conditions:

- Roof pitch equals or exceeds 7 in 12.

County of Orange Safety and Loss Prevention Resource Manual

- Job requires workers to be closer than four (4) feet from the roof edge without parapets or other acceptable fall protection system.
- Two-point suspension scaffolds or stages are used.
- Boatswain's chairs are used.
- Scaffolds with incomplete handrails and decking are used.
- Ladders are placed near an opening.
- Elevated work is being performed with no protection available to prevent the worker from falling.

Every employee issued a safety harness shall be instructed by a qualified person in the proper method of wearing, using, and securing it to an approved anchorage point.

California Code of Regulation (CCR), Title 8, Sections 1670 and 1671.1

Hazardous Materials

Use of any hazardous material is subject to the prior approval of the Project Manager. The Project Manager reserves the right to require substitution of materials planned for use. Hazardous materials being used for the project must be properly stored in secondary containment for the duration of the project. Approved chemical storage cabinets should be used and all applicable fire and building codes shall be followed. In order to protect County employees and members of the public, all hazardous materials storage areas are subject to inspection by Project Management and/or the County Safety Officer.

Flammable liquids in quantities less than fifty-five (55) gallon drums are to be kept in "safety" cans that have been properly labeled as to their contents. Drums and tanks of fifty-five (55) gallons or more must be labeled, grounded, equipped with self-venting bungs, top-dispensing and must be placed at least twenty-five (25) feet away from smoking, welding, burning, or other heat sources.

Gas Cylinders must be securely held upright. Fasten them with an approved restraint device to rigid structures so they will not fall or be knocked over. For earthquake safety, all cylinders should be double strapped. Locate cylinders away from pedestrian traffic areas. Make sure they are in well ventilated locations, at least 20 feet from highly combustible material. Keep cylinders out of the direct sun and do not allow them to be heated.

Read the labels on all the materials you use and be aware of their hazardous properties. Take all appropriate precautions advised on the container labels or MSDSs. Before using odorous chemical compounds or products such as glues, epoxies, paints, thinners, advise the Project Manager. If the compound will cause problems for building occupants, you may be asked to limit or suspend work until further notice.

California Code of Regulation (CCR), Title 8, Section 5191

County of Orange Safety and Loss Prevention Resource Manual

Lockout/Tagout

A contractor's Lockout/tagout program shall at a minimum comply with California Code of Regulations (CCR), Title 8 requirements pertaining to lockout/tagout. A contractor must request permission through local Facilities Management Personnel and the Project Manager prior to performing any lockout/tagout of county equipment.

California Code of Regulation (CCR), Title 8, Sections 3314 and 4413

Scaffolding

All scaffolding shall be erected and maintained in compliance with applicable standards, including CCR Title 8, Article 21, 22 and 23 and the manufacturer's requirements. Each scaffold must be erected and dismantled by licensed scaffolding contractors. Inspection of scaffolding must be made by a **competent person** assigned by the contractor for the work to be performed. All scaffold platforms must be equipped with standard forty-two (42) inch high handrails and mid-rail, rigidly secured and completely decked with safety plank or manufactured scaffold decking. Rigidly secured four (4) inch high toe-boards must be used on all scaffolding. Scaffolds must be tied off to the building or structure at proper intervals.

Welding and Burning

Prior to commencing welding or burning operations, the contractor must notify the Project Manager. The following are general requirements when performing any welding and/or burning operations:

- All exposed combustible materials below welding and burning areas must be removed to a safe location. In addition, an approved spark catcher must be used for overhead welding.
- A dry chemical (ABC) or water type fire extinguisher (at least five-pound) must be maintained within twenty-five (25) feet of any welding, burning or open-flame work.
- No welding or burning is to be done on a closed vessel or tank, or any vessel previously in use unless it has been decontaminated and is certified gas-free. Permission must be obtained prior to commencing of operations.
- Adequate ventilation must be provided at all times.
- Flashback arrestors must be installed on all oxy-acetylene torches.
- All arc welding must have a separate and adequate ground, pulled from the machine to work locations in all operating areas.
- All arcs are to be shielded in operating areas by the use of such barriers as welding curtains, screens and enclosures.
- All welding near halogenated solvents (i.e. Methylene Chloride, Carbon Tetrachloride, TCA, TEC, etc.) is strictly prohibited.
- Approved welding eye protection or goggles must be used when welding or burning.

County of Orange Safety and Loss Prevention Resource Manual

- An approved welding helmet must be worn.
- Compressed gas cylinders must be secured vertically to an adequate support while in storage, transit, or use. The protective cap must be on during storage and transit.
- Oil and grease must be kept away from oxygen regulators, hoses and fittings. Do not store wrenches, dies, cutters or other grease-covered tools in the same compartment with oxygen equipment.
- Cylinders and hoses should be placed where they are not exposed to sparks and slag from a burning operation.
- A fire watch must be maintained for a minimum of **thirty (30) minutes** after completion of hot work to detect and extinguish smoldering fires. The fire watcher requires training in emergency procedures and contact numbers before hot work begins.

V. Environmental Requirements

Air Emissions

In order to protect County employees and members of the public, any operation or procedure that will involve the release of significant quantities of dust, vapors, fumes or mist shall be approved by the Project Manager prior to start of work. Examples are large applications of floor, wall or roof coatings, spray applications, cement cutting, sandblasting, etc.

South Coast Air Quality Management District (SCAQMD)

Environmental Permits, Registrations, and Notifications

The contractor will obtain necessary permits or registrations from applicable environmental agencies (e.g. South Coast Air Quality Management District, California Air Resources Board, Cal OSHA, etc.) **PRIOR** to beginning any work that will require such a permit. Copies of all permits/registrations will be included in the work plan and submitted to the Project Manager **in advance** of such work.

Hazardous Material Spills

The contractor must report any spills immediately to the Project Manager and take immediate action to contain the spill. Regulatory agencies require containment and remediation of all spills of hazardous materials, including fuels and oil. Contractors who spill any such substances on county property are responsible for clean up. Clean-up of the contaminated area must be performed to the regulatory accepted level based on testing. Testing and disposal will be coordinated through the Project Manager and paid for by the contractor.

County of Orange Safety and Loss Prevention Resource Manual

Hazardous Waste

The contractor shall comply with all federal, state and local regulations pertaining to the management of hazardous waste as well as county requirements. Hazardous waste must be handled and accumulated on site in a safe manner and by properly trained contractor personnel.

Code of Federal Regulations (CFR), 40 and 49

- Fluorescent lamps are to be removed from fixtures with care and placed in special cartons and disposed of properly. Do not dispose of lamps in regular trash containers.
- Asbestos containing materials removed under abatement contracts may be considered hazardous waste and it is the responsibility of the general and abatement contractors to dispose of hazardous waste properly.
- Lead-based paint removed from structures is considered hazardous waste and must be disposed of properly.
- Hazardous waste generated on-site shall not be transported from that site without proper manifest and signatures. Hazardous waste will be transported and disposed in accordance with all applicable Federal, State, and local regulations. All hazardous and non-hazardous waste generated from abatement projects MUST be properly manifested per EPA/DOT regulations and signed by a designated person.
- Contractors are required to furnish the Project Manager with documentation of proper disposal whenever the contract calls for disposal of hazardous waste including spills.

Storm Drains / Sanitary Sewer

No hazardous, toxic liquid or solid material(s) shall be discharged to the storm drain and/or sanitary sewer system. Contractors performing planned work that will create potential runoffs such as water blasting, wet method surface removal, etc, must consult with the Project Manager to ensure proper protection of drainage system and adequate product collection procedures.

Care must be taken to locate chemical storage and transfer areas to prevent the possibility of accidental spillage of chemical products.

VI. Additional Requirements

Work which involves offending odors, excessive noise, or other irritating environmental agents may be required to be performed during “off-hours”

County of Orange Safety and Loss Prevention Resource Manual

Contractor must maintain all required permits and licenses for the job. Such permits and licenses must be available at the job site for inspection/audit.

The County retains the right to protect its employees and other County interests by enforcing the provisions of this policy as well as the project contract sections pertaining to compliance with applicable laws and regulations if the work is deemed immediately dangerous to employees or the public. Notwithstanding that right, it is understood and agreed that sole legal and contractual responsibility for ensuring occupational safety and health compliance on contractor worksites remains with the contractor and that the County is not exercising control over worksite safety in the context of California Code of Regulations section 336.10.

Training Documentation

Contractor must keep required training documentation for each contractor employee assigned to work within County operations current. Documentation of required training for each contractor personnel must be made available for examination by Cal/OSHA or County Safety Staff if requested. Contractor shall complete and sign contractor Safety Acknowledgement form provided by the project manager on page 14 of the document. *California Code of Regulation (CCR), Title 8, various sections*

Mold

To prevent mold, contractors should fully enclose a structure before installing insulation, drywall, or other materials that support mold growth. The enclosure should prevent rain or other moisture infiltration from creating water damage or affecting building materials.

Cal/OSHA Regulations can be found on the internet at:

<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&P=CCR-1000> OR

<http://www.dir.ca.gov/Samples/search/query.htm> For CCR, Title 8 Regulations

**County of Orange
Safety and Loss Prevention Resource Manual**

**COUNTY OF ORANGE
SAFETY AND LOSS PREVENTION OFFICE**

CONTRACTOR SAFETY POLICY ACKNOWLEDGEMENT FORM

I, Will Gugerty, certify that I have read the contractor Safety Policy and fully understand my responsibilities with respect to the policy and procedures as outlined. I further agree to comply with the provisions of this program.

BrightLife Designs, LLC

(Name of Contractor/Company)

DocuSigned by:

Will Gugerty

27CDFE528D64480...
(Signature)

Will Gugerty

(Printed Name)

11/30/2023

(Date of Signature)

NOTE: The County Project Manager shall retain a copy of this signed agreement with the file for this contractor.