

CONTRACT MA-012-24010169

FOR

**LAKE MANAGEMENT AND LAKE WATER MAINTENANCE
SERVICES**

BETWEEN

OC COMMUNITY RESOURCES, OC PARKS

AND

AQUATECHNEX, LLC



CONTRACT MA-012-24010169
FOR
LAKE MANAGEMENT AND LAKE WATER MAINTENANCE SERVICES
WITH
AQUATECHNEX, LLC

This Contract MA-012-24010169_for Lake Management and Lake Water Maintenance Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, OC Parks hereinafter referred to as “County” and Aquatechnex, LLC, with a place of business at 2025 S. Lyon St, Santa Ana, CA 92705-5301, hereinafter referred to as “Contractor”, with County and Contractor sometimes individually 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
- Exhibit 1 - OC Parks Integrated Pest Management (IPM) Plan
- Exhibit 2 – Pesticide Application Notice
- Exhibit 3 – Pesticide Application Sign
- Exhibit 4 – Pesticide Label Card/Tag
- Exhibit 5 – Vanishing Spray Indicator
- Exhibit 6 – Pesticide and Fertilizer Reporting
- Exhibit 7 – Lake Management Model Maintenance Procedures
- Exhibit 8 – Landscape Maintenance Model Procedures
- Exhibit 9 – Pesticide Reporting

RECITALS

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

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

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

WHEREAS, the Orange County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a contract for Lake Management and Lake Water Maintenance Services with Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- A. "DPA" shall mean the Deputy Purchasing Agent assigned to this Contract.
- B. "Department" and "Agency" shall mean any County Department or Agency requesting Services of Contractor.
- C. "May" shall mean something that is not mandatory but permissible.
- D. "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.
- E. "Shall" and "Must" shall mean a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.
- F. "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 Article 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 Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs 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
Marine Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Contractor's Pollution Liability	\$1,000,000 per claims made or occurrence

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 of Orange shall be excess and non-contributing.

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

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

The 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, employees, and agents*** 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.

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

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

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

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 Article 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 this 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 Lake Management and Lake Water Maintenance 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:** The initial term of this Contract shall become effective March 11, 2024, and shall continue for three years, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in Article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional two (2) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.
5. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 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.
6. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate Contract immediately, pursuant to Section 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 Contactor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s 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.
9. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **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.

11. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

12. **Contractor’s Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.
13. **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.

14. **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.

15. **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.
16. **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.
17. **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 26, "Notices," such matter shall be brought to the attention of the County DPA by way of the following process:

- a. 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. 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.

18. **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.

19. **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

20. **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.
21. **Error and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

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

23. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
24. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
25. **No Third-Party Beneficiaries:** Contract is an agreement by and between Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing 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: Aquatechnex, LLC
 Attn: Terry McNabb
 2025 S. Lyon St.
 Santa Ana, CA 92705
 360-527-1271
tmcnabb@aquatechnex.com

County: OC Community Resources
 Attn: Erin Hayes
 13042 Old Myford Road
 Irvine, CA 92602
 657-248-3401
erin.hayes@ocparks.com

Assigned DPA: County of Orange
 OC Community Resources, Purchasing & Contract Services
 Attn: Chad Ward, DPA
 601 North Ross Street, 6th Floor
 Santa Ana, CA 92701
 949-585-6420
 Email: Chad.Ward@occr.ocgov.com

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.
32. **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.
33. **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.
34. **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.

35. **Mandatory Kick-Off Meeting:** Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.
36. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.
37. **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.

29. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

30. **Labor Code Requirements**

Contractor and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of Contract, including but not limited to the following:

30.1 **Wage Rates**

Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of Contract. Copies of these rates are on file at the principal office of OWNER's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

30.2 **Wage Rate Penalty**

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

30.3 **Work Hour Penalty**

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein.

Contractor shall forfeit to OWNER \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of Contract by Contractor or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

30.4 **Registration of Contractors**

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of Contractors pursuant to Section 1725.5. Registration

and all related requirements of those sections must be maintained throughout the performance of Contract.

30.5 Labor Code Notice

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the Contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

30.6 Payroll Records

Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

Contractor and any Subcontractor(s) performing any portion of the work under Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a) The information contained in the payroll record is true and correct.
- b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with Contract.

The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California

Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

30.6 Apprentices

Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Section 1777.5. Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

Contractor and all Subcontractor(s) shall comply with Labor Code Section 1777.6, which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the "Nondiscrimination" Section of the General Conditions), except as provided in Labor Code Section 3077

31. **Miscellaneous Clause:** Miscellaneous commodities and/or services may be obtained at County's request. Contractor shall provide a written quote and obtain authorized County approval. Contractor under no circumstance shall provide any commodities and/or services without prior written authorized County approval. Additional commodities and/or services locations may be added or deleted at any time with no penalty to County.

SIGNATURE PAGE

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

AQUATECHNEX, LLC*

DocuSigned by: <i>Terry McNabb</i> 7651FE12E25C4EC...	Terry McNabb	Manager	12/6/2023
Signature	Name	Title	Date

Signature	Name	Title	Date
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COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Deputy Purchasing Agent Title	Date
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APPROVED AS TO FORM:

County Counsel

By:

DocuSigned by: <i>Christopher Anderson</i> FD52599179CA41C...	_____
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Deputy

Name: Christopher Anderson

Date: 12/7/2023

* 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

This Contract is to provide Lake Management and Lake Water Quality Maintenance Services at various OC Parks locations per Table A.

General Description of Work:

The lakes in the Orange County Parks (OC Parks) jurisdiction provide an aesthetic and recreational benefit to the public and are considered key features within the park system. To ensure the beneficial uses of the lakes are maintained, a lake management program has been established that requires Contractor support to implement on behalf of OC Parks.

The Scope of Work for this Contract shall consist of providing all necessary labor, materials, and equipment for providing a full-service, all-inclusive lake management program for OC Parks. Contractor performance will be evaluated on an annual basis to determine contract renewal status. The work shall include all needed services to manage the lakes including, but not limited to:

- Water quality monitoring and evaluation through routine inspections
- On-call response to water quality/lake issues
- Nuisance weed and algae control
- Lake nutrient control
- Lake vegetation management
- Enhancing lake aesthetics, including measurable and progressive water clarity improvement
- Waterfowl habitat management
- Consultation on lake dredging and sedimentation issues
- Assisting with established fish stocking programs
- Aeration/recirculation system management/diagnosis
- Regulatory compliance including National Pollutant Discharge Elimination System (NPDES) through and the California Regional Water Quality Control Boards (Santa Ana and San Diego Regions for North and South OC), California Department of Fish & Wildlife (CDFW) and the U.S. Army Corps of Engineers

In fulfilling these services, Contractor shall comply with all applicable Federal, State, County, and local laws and regulations. Contractor is responsible for mitigating any damages or spills that impact the lakes or County property resulting from their actions.

The following eighteen lakes and 7 ponds located at twelve (12) County parks and Irvine Lake will be included in the active management program. Additional details are provided in **Tables A & B**.

1. Carbon Canyon Park Lake
2. Clark Park Lake
3. Craig Park Lake (part of the Fullerton Creek Watershed)

4. Irvine Park Lakes (Upper and Lower connected lakes)
5. Laguna Canyon Lakes (Barbara's Lake and Lake 1)
6. Laguna Niguel Lake (part of the Sulphur Creek/Aliso Creek Watershed)
7. Mason Park Lake
8. Mile Square Park Lakes (North Lake, South Lake, and Nature Area Pond) and Mile Square Expansion six (6) ponds
9. Peters Canyon Reservoir
10. Tri-City Park Lake
11. Yorba Park Lakes 1 through 4
12. Victoria Pond at Talbert Regional Park
13. Irvine Lake

Water Quality Objectives:

The intent of this management contract is to enhance and improve the health, water quality, clarity, fish sustainability, and aquatic environment of the OC Parks lake facilities. Although none of the lakes include body contact for swimming, the lakes are used for other forms of public recreation including fishing, viewing wildlife, model boating, paddle boats, and for overall park aesthetics. OC Parks will utilize a number of qualitative and quantitative performance metrics to assess water quality improvements in the lakes including, but not limited to: water clarity, nutrient levels, algae biomass, visual observations, fish species diversity, fish populations, waterfowl populations, and public complaints.

In order to assess changes in water quality during the course of the contract, an initial survey of each lake will be conducted by the Contractor at the onset of the contract. A WORK PLAN will be generated by Contractor with recommended routine management techniques and activities for the contract (including the recommended routine monitoring frequency for each lake) which is to be submitted to OC Parks for review and approval within 2 months of contract issuance. Upon receipt of approval from the OC Parks, Contractor will implement the approved WORK PLAN. Any recommended changes or modification to the lake management WORK PLAN can be initiated during the course of the year through monthly updates and as changes in water quality occur. All changes will be discussed and approved by OC Parks Management prior to implementation.

At the end of each 12-month contract year, Contractor will submit an ANNUAL LAKES REPORT summarizing the results achieved for each lake included in the management program. The report shall be submitted no later than May 1st each calendar year. The report shall document changes in water quality and clarity over the year and serve as a basis for future lake management procedures. Park management would desire to view a progressive accumulation of measurements from all lakes concerning the eutrophic condition being improved over time, time period chosen according to Contractor's data model. Recommendations from the ANNUAL LAKES REPORT will be used to update and modify the WORK PLAN for the lake management program.

The Contractor shall provide to OC Parks in writing a proposal for all work outside the scope of routine maintenance prior to the work commencing. This shall include but not be limited to applications of herbicides, algacides, and biologics, supplies needed for maintenance of aeration systems, electrical systems, pumps or any lake water quality improvement projects. Approval for the work may be provided via email. In urgent situations a verbal approval may

be given with a follow up email required. A copy of the approval email will be required for payment purposes. Invoices shall itemize all costs in accordance with the bid items.

Additional submittals are required as part of this contract and are discussed in the sections below.

Lake Descriptions and Management Issues:

The following sections describe the typical problems and management issues associated with each lake.

Carbon Canyon Lake: This shallow lake is located within Carbon Canyon Regional Park upstream of the

U.S. Army Corps of Engineer's Carbon Canyon Dam. The lake is fed by a municipal water supply maintained by OC Parks. The lake typically experiences nuisance aquatic weed growth throughout the spring and summer months. Filamentous algae also grow on top of the aquatic weeds, detracting from visual aesthetics. In addition to seasonal algae growth, the lake is subject to episodic sedimentation from storm debris flows during the wet season. In general, however, the lake remains a closed system with no direct outflows. OC Parks completed an excavation project between July 2014-October 2014 which drained the lake, removed the accumulated sediment, then repaired and replaced the clay lining. Upon completion, artificial structures were installed to assist with ecosystem restoration and OC Parks stocked the revitalized lake with largemouth bass, bluegill and golden shiners. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Craig Park Lake: This shallow park lake is located upstream of Fullerton Dam and is part of the Fullerton Creek/Loftus Diversion Channel watershed drainage system. The lake's water source is urban runoff, which is perennially flowing through the system. A simple diffuser aeration system has been installed in the lake to maintain high dissolved oxygen concentrations. Common lake management issues include periodic planktonic algae blooms and poor water clarity. In addition, "First Flush" nuisance trash and urban runoff/wastes will impact the lake during storm events. OC Parks is planning a bank restoration and habitat improvement project to reduce the sediment load and increase water quality within the lake. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Clark Park Lake: Clark Park Lake is fed by a municipal water source and includes both diffuser aeration and circulation systems. Rooted aquatic vegetation is prevalent throughout the lake, which provides habitat for the fish population. Common management issues include physical removal of excess vegetation, nuisance algae control, and seasonal variations in water clarity. There are no direct outflows from the lake. This lake will be part of the required stocking schedule discussed under the **Fish Stocking** section below.

Irvine Park Lakes: Irvine Park contains two lakes that are connected through a recirculation system equipped with a waterfall that connects the "Upper Lake" to the "Lower Lake." In addition, a diffuser aeration system has been installed to add additional dissolved oxygen to each lake. The water source for these two interconnected lakes is from the Metropolitan Water District (MWD) supply line at nearby Irvine Lake, which is a separate lake described under **Irvine Lake**, below. The Irvine Park Lakes are popular with Orange County fisherman. The upper lake features paddle boat rentals supplied by a concessionaire. Common lake management problems include excessive aquatic weeds, filamentous algae growth, and bio-debris removal from the surrounding trees. In addition, freshwater shellfish

living in the lakes have clogged portions of the recirculation system in the past. These lakes will be part of the required stocking schedule discussed under **Fish Stocking**.

Laguna Canyon Lakes: Laguna Coast Wilderness Park contains two natural lakes, Barbara's Lake and Lake 1, that are monitored quarterly by OC Parks. These two Laguna Canyon Lakes are located off Highway 133 (Laguna Canyon Road) between the 405 Freeway and the 73 Toll Road. These lakes may dry up during periods of low precipitation. OC Parks will require, at minimum, quarterly water quality monitoring when the water level is sufficient to sample as part of the contract, but active management of these lakes will not likely be required as part of the routine Scope of Work. The scope may include an annual presentation to the Coastal Greenbelt Authority on the water quality status of these lakes.

Laguna Niguel Lake (Sulphur Creek Reservoir): Laguna Niguel Lake's water supply is from Sulphur Creek, which is a tributary of Aliso Creek. The lake's water level is maintained by the County's dam operator at a nearly constant level. This creates two islands in the lake that contain domestic and migratory waterfowl populations. Management issues include aquatic weed growth, periodic algae blooms, water color/clarity problems, shoreline maintenance, bio-debris and storm debris removal, fall turnovers, and coordinating fish stockings. A 24 head diffuser aeration system has been installed to supply dissolved oxygen to the lake. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Mason Park Lake: This lake has significant management issues due to its shallow conditions (less than 6 feet deep), reclaimed water supply (with excess nutrients), poor circulation, eutrophic condition, and year-round planktonic algae blooms. The common management challenges for the lake include poor water quality, excess surface algae scum (often requiring physical removal), nuisance odors, elevated inorganic nutrient concentrations, high waterfowl populations, public complaints, and other related hypereutrophic lake conditions. For years, aquatic herbicides and pesticides have been used to control heavy planktonic algae growth in the lake combined with alternative treatment products to reduce excess nutrients in the water column. The Contractor may also need to develop and present innovative solutions for this lake to OC Parks management for consideration for this scope of work.

Mile Square Park Lakes: Mile Square Park contains two, aerated larger lakes in the main turf areas of the park, one small pond within the Nature Area, and six ponds within the Mile Square Park Expansion project area. Municipal water from the City of Fountain Valley's well supply is used as the water source for the lakes. Although there are no direct outflows of the lakes, pumps have been installed to draw water from the lakes for turf irrigation, thereby creating additional lake water exchange. The South Lake (also called Lake 1) contains planktonic algae and aquatic weeds that periodically require mitigation. The North Lake (also called Lake 2) contains moderate planktonic algae and a bird sanctuary island. A concessionaire is located on-site that rents small boats for public use in this lake. Both lakes are also used for public fishing. These lakes will be part of the required stocking schedule discussed under **Fish Stocking**. Additionally, the following two lake systems are located at this park:

- **The Nature Pond** water feature is located in the Nature Area portion of the park and is fed by a municipal water source and has solar powered aeration. The pond was reconstructed in 2021 with an Aqua 30 Coext Prefabricated Geomembrane and the shoreline is surrounded by DredgeSOX. The average depth is 3 ½ feet with a maximum

depth of 6 feet. Management issues include aquatic weed growth, periodic algae blooms, water color/clarity concerns.

- **Mile Square Park Expansion Area Ponds:** The Mile Square Park Expansion project has added six (6) ponds. These bodies of water are man-made golf course ponds and are smaller than other lakes within OC Parks ownership. The total estimated water surface area of all six (6) ponds is less than one (1) acre. The ponds had bathometric surveys completed in 2022 and the aeration systems are in operation. These ponds will be incorporated into the routine maintenance schedule and will be visually evaluated a minimum of every fourteen (14) days, with water samples obtained on an as needed basis.

Peters Canyon Reservoir: This facility is a flood control reservoir operated by OC Public Works, OC Parks, and a municipal water district. Water levels are variable in the reservoir and dependent on storm flows. Water quality in the reservoir is monitored, at minimum, on a quarterly basis when the water level is sufficient to sample. The reservoir contends with episodic weed and algae blooms in the summer months. Due to its surrounding natural habitat and lack of direct public access, the lake is not typically subject to active management techniques such as algaecide spraying. Any maintenance activities conducted through this contract will need to be approved by OC Parks prior to implementation.

Tri-City Park Lake: This lake contains two levels (upper and lower) and a recirculation system. The lake has a heavy waterfowl population and issues with planktonic algae blooms. The lake receives a considerable number of park visitors; therefore, improving clarity and overall aesthetics are a priority. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Yorba Park Lakes: Yorba Park contains two pairs of connected lakes numbered 1 through 4. Lake 1 is a shallow pond that receives a steady supply of well water. The pond has established cattails and lily pads that grow seasonally. Water clarity in the pond is generally good; however, the pond does have problems with bio-debris accumulation from the surrounding trees and historical cattail growth. The pond water flows westward into Lake 2 via a small man-made creek. Yorba Lake 2 is a large, shallow water body with an aeration system and a recirculation system that distributes water back to Lake 1. Common management issues for Lake 2 include excessive aquatic weed growth, bio-debris removal on the downwind side of the lake, and water clarity issues. Lake 2 is separated from Lakes 3 and 4 by a foot bridge. Lakes 3 and 4 are linked by a recirculation system with a flow through wetlands area, and Lakes 3 and 4 each contain aeration systems. Water clarity has improved in these lakes through the use of prior nutrient control treatments. Lakes 2 and 3 are stocked with catfish, and there is a paddle-boat rental concession that operates at Lake 2. These lakes will be part of the required stocking schedule discussed under **Fish Stocking**.

Victoria Pond: This pond is located within Talbert Regional Park in Costa Mesa along the Santa Ana River and near its coastal outlet. The pond consists of perched or semi-perched water that is likely groundwater influenced. The pond has a fluctuating water table in response to seasonal changes to inflow and groundwater levels. Prior survey work indicated water surface elevation of the pond is -0.9 feet NGVD and the bed (bottom) of the pond ranges from -8.3 to -8.8 feet NGVD. Common lake management problems include excessive aquatic weeds and filamentous algae growth.

Irvine Lake: This reservoir is owned by Irvine Ranch Water District (“IRWD”) and Serrano Water District (“SWD”) and is a source of drinking water and irrigation water in many

Orange County cities. IRWD and SWD have granted a license to the County for exclusive use of recreational rights at Irvine Lake, including shoreline fishing and activities reasonably related thereto. Irvine Lake is the largest freshwater body in Orange County with 28,000 acre-feet and 700 surface acres. The average depth is 40 feet with the deepest point being recorded at 145 feet. OC Parks provides recreational opportunities for the public including shoreline fishing activities. There will be various maintenance needs, including fish stocking. The Contractor will be responsible to ensure that any services provided at this facility (such as fish stocking) do not interfere with the use and operation of the reservoir for water supply purposes by SWD and the IRWD, are consistent with maintaining the water quality standards for this operating reservoir, and are in compliance with all Federal, State, and local laws and regulations related thereto.

Fish Stocking

OC Parks provides park visitors with opportunities for public fishing and fishing derbies. The Contractor will be required to negotiate the stocking of approximately 17,000 lbs. of catfish and 43,200 lbs. of trout annually. There will also be an occasional request to stock small amounts of bass, sunfish, bluegill, and/or mosquito fish. The amount of fish to be stocked may increase or decrease annually at OC Parks' discretion. Stocking OC Parks lakes will require a predetermined plan and likely contract arrangement with one or more fish farms. The stocking plan will need to be negotiated and approved by OC Parks prior to implementation. The week(s) containing stocking dates will become fixed once the plan is approved. Pre-payment for up to 4 weeks of fish can be negotiated due to the potential Cash on Delivery demand for this commodity. Contractor shall confirm all stocking dates and times with OC Parks at least 72 hours prior to the stocking and shall be onsite during each stocking. The following additional provisions apply:

- The CDFW requires annual application for private stocking permit (PSP) DFW749 with the proposed stocking locations, species and amounts. The Contractor will be responsible for submitting the application to the CDFW along with the appropriate fees.
- The CDFW will require Importation Permit DFW789 if species requested are imported from outside California. The Contractor will be responsible for submitting the application to the CDFW along with the appropriate fees.

CDFW will periodically provide their own trout and/or catfish stockings at the following lakes separate from the Contractor's approved stocking plan discussed above: Clark, Craig, Tri-City, Carbon Canyon, Yorba, Mile Square, and/or Laguna Niguel, and this information can be requested by the Contractor to support their other lake management activities.

Contractor Project Manager:

Contractor shall designate a Project Manager to oversee lake management activities under this contract. The Project Manager will be the primary point of contact for OC Parks on lake management requests. The Project Manager will also coordinate lake report submittals and oversee invoicing under this Contract. When the Project Manager is unavailable, a backup contact list shall be furnished to OC Parks for submitting lake service requests.

Contractor shall maintain a communications system such that calls/texts/emails are answered within four business hours, five days a week, 8 a.m. through 4 p.m. Contractor may receive

verbal work requests from OC Parks management, park rangers, maintenance supervisors, and other designated OC Parks employees.

License Requirements:

Contractor is responsible for retaining all appropriate government licenses required to complete the Scope of Work at no additional cost to the County. At all times during the term of the Contract, Contractor shall have in full force and effect, all licenses required by law for the performance of the services described in this Contract. Copies of the licensing information shall be made available to OC Parks upon request.

Cooperation:

Within the first month following contract execution, the Contractor and OC Parks shall meet to coordinate contract activities prior to WORK PLAN development. Contractor shall cooperate with OC Parks staff in scheduling work around park operations. All parks have posted operating hours, and Contractor will abide by these hours. No additional compensation or adjustment of allotted working schedule shall be granted for compliance with these requirements.

Full compensation for Cooperation shall be included in the contract bid and no additional compensation will therefore be allowed.

On-Call Lake Inspection/Management:

Contractor is responsible for conducting routine inspections and maintenance of the lakes on a scheduled basis. The frequency of routine Contractor inspections for each park lake shall be determined after the completion of the initial lake assessment and WORK PLAN at the onset of the contract, in consultation with OC Parks. At a minimum, each park lake should be inspected monthly as part of the routine monitoring program. Routine monitoring shall include applicable and appropriate water quality testing.

In addition to routine inspections, Contractor, when notified, shall respond within 72 hours for on-call inspection and lake management service requests at OC Parks' discretion. Upon request, Contractor shall supply necessary water quality field test equipment to measure physical parameters (temperature, pH, dissolved oxygen, specific conductivity, Secchi depth) of the lake as part of the monitoring request with no additional charge to OC Parks. Upon completion of a lake inspection, Contractor shall provide written recommendations to OC Parks for maintenance. If specialized monitoring with offsite subcontractor laboratory analysis is recommended, the Contractor will receive pre-approval for these costs from OC Parks prior to conducting this laboratory work.

Some of the park lakes require boat access to conduct lake treatment or maintenance activities. Contractor is responsible for providing and maintaining a boat suitable for completion of this task at no additional cost to OC Parks. Contractor shall follow all boating safety regulations.

Aeration Systems Management:

OC Parks currently has functioning aeration systems at Carbon Canyon, Clark, Craig, Irvine Regional, Laguna Niguel, Mason, Mile Square, Tri-City, and Yorba Park lakes. Upon request, the Contractor will provide routine maintenance of these systems. This may include conducting routine periodic cleaning, repairing or replacing faulty equipment, installing additional aeration units, and/or making recommendations for system upgrades. Dissolved oxygen (DO) readings shall be used to formulate recommendations for upgrades and/or changes to the aeration units. All aeration system work under this agreement must be approved by OC Parks prior to implementation.

Lake Treatment Products:

Contractor shall coordinate with the designated OC Parks representative on the type and amount of products or chemicals recommended for treating algae and/or weeds to improve water quality in the lakes. Upon written approval by designated OC Parks representative, the Contractor shall apply chemicals at rates in accordance with applicable product labels and regulations. The Contractor is responsible for knowing and implementing all sampling requirements and reporting documents for products applied to OC Parks lakes, and in accordance with **NPDES Requirements and Best Management Practices** section discussed further below.

Prior to any application of a treatment product to an OC Parks lake, the Contractor is required to notify the nearby park visitors of the processes they will be following and the approximate duration of the task. This may be accomplished by walking the shoreline to inform all nearby fisherman and patrons or by driving the boat down the shoreline to identify that an application is forthcoming. Prior to treatment, Contractor shall post temporary signs at the park entrance and/or lake shore to notify park visitors of the lake treatment. Contractor must receive approval from OC Parks for the sign content prior to use.

Vegetation and Shoreline Maintenance Services:

Upon request, the Contractor shall conduct visual surveys to map aquatic vegetation and plants in a lake. This work includes identifying the types of plant and algae species in the lake and their distribution across the lake.

Upon request, the Contractor will provide recommendations for vegetation and shoreline maintenance on the lakes. In lieu of chemical treatments, the Contractor can conduct physical removal of nuisance aquatic and shoreline vegetation using work crews as authorized by OC Parks. Contractor may be required to assist OC Parks with obtaining appropriate regulatory permits for this work. In addition, re-planting of the lake with desirable aquatic plants can also be completed as part of this task in consultation with a designated OC Parks representative. Contractor shall notify OC Parks prior to any vegetation removal and, during bird nesting season, Contractor shall conduct nesting bird surveys and provide OC Parks with results prior to vegetation removal.

Quarterly Lake Maintenance Report:

After the initial WORK PLAN for the contract is approved, a summary of maintenance activities shall be compiled quarterly for each park lake and submitted to OC Parks for review as the Quarterly Lake Maintenance Report. This report shall summarize activities completed the prior three months, as well as planned activities for the lakes during the upcoming 3-month period. A summary of key field water quality monitoring results shall also be included, which may include, but not be limited to, the name and amount of chemical applied/application rate for treatment, water clarity, plant growth, water level, water temperature, dissolved oxygen content, pH, aeration equipment maintenance activities, and other pertinent observations or water quality measurements. Routine monitoring data should be compiled and made available to OC Parks using an electronic or web-based platform as determined by OC Parks. Geospatial information will be preferably collected and compiled using ESRI's ArcGIS platform (or compatible platform), that can be integrated with OC Parks' existing GIS system and database, using GPS for locational accuracy. The Contractor will be provided training in utilizing any specialized system that OC Parks requires.

Performance:

Work shall generally be performed between 6 a.m. and 4 p.m., Monday through Friday. Necessary pre-scheduled weekend work is allowable under this agreement. No non-emergency work on Holidays.

Contractor shall provide uniforms or other approved methods of employee identification for all personnel working at a County facility. All Contractor personnel shall present a professional appearance.

Contractor is responsible for all personal protective equipment (PPE) and safety devices used by Contractor personnel engaged in the handling, formulation, transfer, application and disposal of lake treatment products. Such items appropriate to the operation being conducted shall include, but not be limited to, face masks, respirators, goggles, caps or hats, protective clothing, gloves, etc. All clothing and protective gear used in the performance of lake treatment shall be in conformance with applicable legal and regulatory requirements.

NPDES REQUIREMENTS AND BEST MANAGEMENT PRACTICES

Through the NPDES program, the Santa Ana and San Diego Regional Water Quality Control Boards (RWQCBs) have issued Municipal Separate Storm Sewer System (MS4) permits which govern stormwater and non-stormwater discharges to the storm drain system from areas owned and operated by the County of Orange, Orange County Flood Control District and incorporated cities of Orange County (collectively referred to as Permittees). The NPDES Permits are Order No. R8-2009-0030, as amended by Order No. R8-2010-0062 and Order No. R9-2013-0001, as amended by Order No. R9-2015-0001, respectively. Multiple OC Parks lakes are directly tributary to downstream receiving waters (as opposed to being isolated ponds), and the Contractor should be aware of the drainage system and flow conditions for each lake. In order to comply with the MS4 Permit requirements, the Permittees have developed model Best Management Practices (BMPs) to which parties conducting municipal and/or commercial activities must adhere. These BMPs are designed to contain pollution prevention and source control techniques to minimize the impact of those activities upon dry weather urban runoff, stormwater runoff, and receiving water quality. The following information is provided:

- Information on the Orange County Stormwater Program, including proper BMPs for businesses performing a variety of tasks (e.g., waste disposal, cleaning, materials management, etc.) can be obtained at <https://h2oc.org/resources/pollution-prevention-for-businesses/industrial-commercial/>. The Contractor should review and self-evaluate its operations and maintenance practices for the lakes to determine applicable BMPs for their business and implement these BMPs when performing the associated activities in the field. Documentation may be requested from the County on the Contractor's operations and maintenance procedures and associated BMPs. Additional information is included as **Exhibit: 1 & 2** of this Contract.
- The Contractor is responsible for reporting, mitigation, and cleanup of illegal discharges to a storm drain or waterway that they cause while performing work under this Contract. In addition to contacting OC Parks staff, water pollution incidents need to be immediately reported under the NPDES program at either (877) 89-SPILL (77455), or via the following website: <https://myoceservices.ocgov.com/>.

Integrated Pest Management Reporting:

Contractor shall report to OC Parks the pesticide and fertilizer type(s), quantities used, and other pertinent application details in the OC Parks Pesticide and Fertilizer Tracking Application. <http://trax.ocparks.com/>. Pesticide use data shall be entered for each work order/task completed. All pesticide applications for a given month shall be entered in the OC Park Pesticide and Fertilizer Tracking Application no later than the 10th day of the following month. For example: all June applications are due no later than July 10. OC Park Pesticide and Fertilizer Tracking Application user guide is provided in **Exhibit 3**.

Pesticide Applications:

Should the Contractor elect to use certain registered pesticides regulated by the NPDES Aquatic Pesticide Permit (NAPP), the Contractor will be responsible for maintaining the OC Parks NAPP coverage under Order No. 2013-0002-DWQ (and any subsequent replacement order), including implementation of the approved Aquatic Pesticide Application Plan for lakes in both the Santa Ana (North OC) and San Diego (South OC) RWQCB jurisdictions. Contractor shall perform and be proficient in preparation of regulatory enrollment documents, NAPP sampling requirements, and completing the required annual NAPP reporting and other related permit requirements.

In addition to the NAPP requirements, Contractor shall be familiar with San Diego RWQCB requirements for applying Lanthanum Modified Clay to surface Waters of the United States, which could be required for Laguna Niguel Lake in South OC. Upon request, Contractor will need to organize lake treatment applications with Lanthanum Modified Clay products, oversee required water quality monitoring tasks, and perform required regulatory reporting to the San Diego RWQCB under Order No. R9-2021-0056.

The Contractor shall comply with the following pesticide use procedures:

- A. Throughout the duration of the contract, Contractor shall always comply with the OC Parks IPM Plan and any specific direction given by OC Parks Representative and/or OC Parks IPM Coordinator.
- B. Contractor shall have in possession, during the term of the contract, a valid Pest Control Business License, a Qualified Applicators License (QAL), and be registered

to perform weed control in the County of Orange with the Agricultural Commissioner's Office. Possession of an Agricultural Pest Control Advisers (PCA) License is also highly desirable. Contractor personnel applying pesticides shall complete handler training annually pursuant to California Code of Regulations 6724. Structural pest control treatments shall only be completed by a registered structural pest control company with appropriately trained applicators as defined by the Structural Pest Control Board. Copies of the required licensing shall be made available to the County upon commencement of the contract.

- C. Contractor shall provide an official PCA recommendation for each pesticide to be used for each use scenario per calendar year. Contractor shall follow all directives in the PCA recommendation, pesticide label(s), safety data sheets, and all other applicable laws and regulations. In addition to the mandatory PCA recommendation, each unique pesticide used within this contract will be reviewed by the OC Parks IPM Representative prior to approval.
- D. Contractor shall store, transport, handle, mix, and apply pesticides and fertilizers in a manner consistent with Federal, State and local regulations. Contractor shall report and maintain records of pesticide applications in compliance with all Federal, State and local regulations including the NPDES permit requirements.
- E. Contractor shall adhere to the pesticide label at all times including but not limited to following proper mixing procedures, wearing proper PPE, applying correct rates, applying in appropriate weather conditions, and following the Restricted Entry Interval.
- F. Off target chemical spray drift and chemical spray drips and leaks shall not be tolerated. Spray equipment shall always be in good working order.

MISCELLANEOUS SERVICES

Miscellaneous goods/services may be procured and additional locations for services may be negotiated through this price agreement per the instructions below:

In addition to the commodity/services requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous commodity/services. Failure to follow these procedures fully may delay payment of miscellaneous items.

1. An authorized OC Parks staff member will contact the Contractor to obtain an itemized written quote for any commodity/services needed that are not itemized on the price agreement.
2. Contractor will email a proposal for the miscellaneous goods/services to the authorized OC Parks staff member for their review and approval. Should the authorized OC Parks staff member find the proposal satisfactory he/she shall send an email confirmation back to the vendor authorizing the miscellaneous goods/services. The Contractor under no circumstance shall release or deliver any miscellaneous goods/services without a confirmation email by an authorized OC Parks staff member, in their possession.

3. Upon submission of said invoice, the Contractor must attach a copy of the confirmation email authorized by the OC Parks staff member.
4. The agency/department shall certify on the invoice that the prices are per the submitted proposal and that all goods/services have been received/rendered

TABLE A
OC PARKS LAKE DATA

LAKES	SURFACE ACREAGE	VOLUME CU FT.	MEAN' DEPTH	WATER SOURCE	COMMON ALGAE/WEED TYPES IN EACH LAKE
Carbon Canyon	3.3	718,700	5.0	MUNI	Planktonic Algae, Common Naiad
Clark	3.0	784,100	6.5	MUNI	Filamentous Algae, Chara, Nitella
Craig	3.0	784,100	6.5	MUNI	Filamentous Algae, Chara, Nitella
Irvine (upper)	1.6	348,500	5.0	MWD	Planktonic and Filamentous Algae
Irvine (lower)	0.6	130,700	5.0	MWD	Planktonic and Filamentous Algae
Laguna Coast Wilderness Park	Variable	Variable	Variable	WATERSHED	Planktonic Algae, Filamentous Algae, and Aquatic Weeds
Laguna Niguel	44	22,999,700	12	SULPHUR CREEK	Planktonic and Filamentous Algae(Cladophora), Brittle Naiad, Cattails
Mason	9.3	2,025,500	5.0	IRWD	Planktonic Algae (<i>Mycrocystis sp.</i>)
Mile Square 1	3.0	784,100	4.5	WELL	Planktonic Algae, Brittle Naiad
Mile Square 2	6.5	1,274,100	4.5	WELL	Planktonic Algae
Mile Square pond	0.3	39,200	3.0	MUNI	Planktonic Algae, Cattails
Peters Canyon Reservoir	Variable	Variable	Variable	WATERSHED	Planktonic Algae, Filamentous Algae, and Aquatic Weeds
Tri-City Park	7.8	2,038,000	5.6	MUNI	Planktonic Algae
Yorba 1 (pond)	0.3	39,200	3.0	WELL	Pond Lilies, Cattails
Yorba 2	6.3	823,300	3.0	WELL	Planktonic and Filamentous Algae, Sago Pondweed, Brittle Naiad
Yorba 3	3.4	740,500	5.0	WELL	Planktonic Algae
Yorba 4	3.6	940,900	6.0	WELL	Planktonic Algae

LAKES	SURFACE ACREAGE	VOLUME CU FT.	MEAN' DEPTH	WATER SOURCE	COMMON ALGAE/WEED TYPES IN EACH LAKE
Victoria Pond	Variable	Variable	4.0	WATERSHED	Planktonic and Filamentous Algae
Irvine Lake	700	Variable	40	WELL	Planktonic Algae, Filamentous Algae, Aquatic Weeds
Total Managed	Approximate 151				

MUNI = Municipal Water Supply Mean Depth as designed

WELL = Water District Ground Water Surface area and volume vary with water

IRWD = Irvine Water District Reclaimed Water level, estimated maximum volume given.

MWD = Metropolitan Water District (from Irvine Lake)

TABLE B**OC PARKS LAKE LOCATIONS**

Carbon Canyon Regional Park
4442 Carbon Canyon Rd.
Brea, CA 92621
(714) 973-3160

Tri-City Regional Park
2301 Kraemer Blvd
Placentia, CA 92870
(714) 973-3180

Clark Regional Park
8800 Rosecrans Ave.
Buena Park, CA 90621
(714) 973-3170

Yorba Regional Park
7600 E. La Palma
Anaheim, CA 92807
(714) 973-6615

Craig Regional Park
3300 State College Blvd.
Fullerton, CA 92631
(714) 973-3180

Laguna Niguel Regional Park
28241 La Paz Rd.
Laguna Niguel, CA 92677
(949) 923-2240

Irvine Regional Park
1 Irvine Park Road
Orange, CA 92669
(714) 973-6835

Talbert Regional Park
1298 Victoria Ave
Costa Mesa, CA 92627

Laguna Coast Wilderness Park
18751 Laguna Canyon Rd
Laguna Beach, CA 92651
(949) 923-2235

Mason Regional Park
18712 University Dr.
Irvine, CA 92715
(949) 923-2220

Irvine Lake
4621 E. Santiago Canyon Rd.
Silverado, CA 92676
(714) 649-9111

Mile Square Regional Park
16801 Euclid St.
Fountain Valley, CA 92708
(714) 973-6600

Peters Canyon Reservoir
8548 E. Canyon View
Orange, CA 92689
(714) 973-6611

ATTACHMENT B**PAYMENT AND COMPENSATION**

- I. Compensation:** This is a firm-fixed fee Contract between County and Contractor for Lake Management and Lake Water Maintenance Services as set forth in Attachment A, Scope of Work.

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

- II. Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. LABOR RATES

CATEGORY	MISSION	HOURLY RATE
Limnologist/Senior Scientist	Evaluation and planning for Lake Management	\$120.00
Licensed Pest Control Advisor	Provides required recommendations when pesticides are necessary	\$120.00
Project Manager	Oversees implementation of Lake Management Activities	\$115.00
Staff Scientist	Supports monitoring and data collection	\$85.00
Licensed Applicator	Conducts pesticide applications as necessary	\$75.00
Field Support Staff	Implement directions from Project Management and Completes Lake Management tasks	\$65.00

B. WATER QUALITY MONITORING

CATEGORY	COST
Water quality sampling	Labor cost plus 15%
Water quality sampling equipment	Included in labor
Replace reagents for HACH sampling kit	No longer necessary, use lab or field instruments

Multi spectral drone hourly rate	\$130.00
YSI Ecomapper/hydroacoustic mapping	\$130.00 per hour

C. PRODUCTS AND EQUIPMENT

PRODUCT/EQUIPMENT/SERVICE	COST
Application labor	See rates above
Alum/Phoslock application vessel	\$975.00 per day
Alum Instant Powder	\$1.15 per pound
Alum liquid	\$2.00 per gallon
Eutrosorb G Eutrosorb WC liquid	G \$3.75 per pound WC, \$25.00 per PDU

PRODUCT/EQUIPMENT/SERVICE	COST
Application labor	See rate above
PCA recommendations	Hourly rate above
Survey/Mapping Vessel with equipment	\$750.00 per day
WeDOO Debris Boat/larger application equipment	\$1,500.00 per day
Alum/Phoslock Application Vessel Large	\$975.00 per day
Chelated Copper Algaecides Cutrine Plus or Captain	\$31.50 per day
CleanGreen/PAK 27/Phycomycin Peroxygen Algaecide	\$1.75 per pound
Reward (diquat) herbicide	\$82.50 per gallon
Aquathol (endothol) herbicide	\$87.50 per gallon
Sonar AS aquatic herbicide	\$2,123.14 per gallon
Sonar One aquatic herbicide	\$38.00 per pound
Sonar PR aquatic herbicide	\$41.28 per pound
Galleon aquatic herbicide	\$2,584.64 per gallon
Clearcast aquatic herbicide	\$302.50 per gallon
Glyphosate aquatic herbicide	\$65.00 per gallon
Nautique Aquatic Herbicide	\$38.50 per gallon
Renovate MAX G aquatic herbicide	\$4.50 per pound
Renovate OTF aquatic herbicide	\$5.50 per pound
Renovate 3 Liquid aquatic herbicide	\$123.70 per gallon

Sculpin G aquatic herbicide	\$3.37 per pound
Revive Biological Water Clarifier	\$23.00 per pound
SePRO Natural Refection Black Dye or comparable product, please list:	\$46.50
SePRO Blue Lake and Pond Colorant or comparable product, please list:	\$30.50
Aquashade	\$42.00 per gallon
Private Stocking Permit Application to State of CA	Cost
Deliver and stock large-mouth bass	Cost plus 15%
Deliver and stock channel catfish (various weights)	Cost plus 15%
Deliver and stock trout (various species and weights)	Cost plus 15%
Deliver and stock various species and weights; sunfish, blue gill, minnows	Cost plus 15%
NPDES Aquatic Herbicide Required Sampling per herbicide per lake where required by NPDES	\$500.00 per event
NPDES Permit Fee	Cost

PRODUCT/EQUIPMENT/SERVICE	COST
Sonar Genesis	\$325.00 per gallon
Sonar Q	\$37.96 per pound
Sonar H4C	\$20.50 per pound
SeClear Algaecide and Water Quality Enhancer	\$15.35
Komeen Decsend	\$45.50 per gallon
Captain XTR liquid copper algaecide	\$38.00 per gallon
Habitat herbicide	\$120.00 per gallon
Copper Sulfate Pentahydrate	\$3.50 per pound
Bathymetry/3d mapping Laguna Niguel Park Lake	\$1,500.00
Bathymetry/3d mapping Mason Park Lake	\$750.00
Bathymetry/3d mapping Mile Square Park, Each Lake	\$500.00
Bathymetry/3d mapping Irvine Regional Park Lake	\$500.00
Bathymetry/3d mapping Peters Canyon Reservoir	\$500.00
Bathymetry/3d mapping Tri-City Park Lake	\$500.00
Bathymetry/3d mapping Yorba Linda Park, Each Lake	\$500.00
Bathymetry/3d mapping Carbon Canyon Park Lake	\$500.00
Bathymetry/3d mapping Clark Park Lake	\$500.00

Bathymetry/3d mapping Craig Park Lake	\$500.00
Bathymetry/3d mapping Victoria Pond at Talbert Park	\$500.00
Diver Dredge system for small scale removal	\$450.00 per hour
Permitting Labor	\$75.00 per hour
Harvester Mobilization	\$500.00
Aquamog/Mobitrac Mobilization	\$500.00
Crane Launch if necessary	Cost plus 10%
Large Aquatic Weed Harvester	\$225.00 per hour
Aquamog/Mobtrac Dredging System	\$275.00 per hour
Material Disposal	Cost plus 10%

D. LAKE AERATION SYSTEM MANAGEMENT/DIAGNOSES:

PRODUCT/EQUIPMENT/SERVICE	COST
Inspection/Consulting labor	\$75.00 per hour
Aeration System parts/replacement	Cost plus 15%

E. ITEMS COVERED UNDER OTHER REIMBURSABLE DIRECT COSTS:

ITEM	COST
Identifiable communication expense, such as long distance telephone and fax, overnight shipping, telegraph, cable express charges and postage, other than for general correspondence required in the performance of the work.	Cost plus 10%
Identifiable printing or reproduction services required in the performance of the work. This includes copying fees for preparation of written submittals required by the Scope of Work.	Cost plus 10%
Third party services directly applicable to the work such as environmental services, dredging, weed and cattails harvesting, waste disposal, construction services, aeration system installation/maintenance, lake treatment product/chemical purchases (from an outside vendor), and outside administrative and laboratory testing charges that are not applicable to general overhead.	Cost plus 15%
Materials used for special in-house Contractor testing, laboratory, and field supplies not addressed in the Scope of Work. This includes special water quality monitoring equipment used during lake management activities.	Cost plus 15%

Permit fees, application fees, and other government filing fees.	Cost
Special vehicle and equipment rentals.	Cost plus 15%

F. CONSIDERED ITEMS NOT REIMBURSABLES

Travel, mileage, hotel and meal expenses for Contractor employees being utilized during the course of working on this project.
Computer software and associated computer equipment operation related to the production of exhibits, work plans, reports, and related documentation required by the Scope of Work shall be considered included in the cost of general overhead and included in the hourly personnel rates for this project.
General overhead costs such as accounting, computers, office supplies, and items generally required for the basic operation of daily business directly related to the project.
Local telephone, e-mail, and fax services.
Contractor is responsible for supplying a boat and basic water quality monitoring equipment specified in the Scope of Work.
Mileage and parking fees to conduct work at County facilities. OC Parks will provide access to the parks covered in the Scope of Work.

G. TOTAL ANNUAL CONTRACT AMOUNT NOT TO EXCEED:.....\$855,000.00

H. CUMULATIVE CONTRACT AMOUNT NOT TO EXCEED:.....\$2,565,000.00

III. 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.

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

V. 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.

VI. 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.

VII. 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.

VIII. 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 MA-012-24010169
- g. Requisition 1614696
- h. Agency/Department’s Account Number
- i. Date of invoice
- j. Product/service description, quantity, and prices
- k. Sales tax, if applicable
- l. Freight/delivery charges, if applicable
- m. Total

Invoice and support documentation are to be forwarded to:

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

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

EXHIBIT 1

OC PARKS INTEGRATED PEST MANAGEMENT (IPM) PLAN

OC PARKS

INTEGRATED PEST MANAGEMENT PLAN



PURPOSE

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

December 21, 2021



OC PARKS IPM GUIDING PRINCIPLES

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

OC Parks IPM guiding principles include:

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

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

PEST CONTROL STRATEGIES

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

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

NON-CHEMICAL CONTROLS

Non-chemical control measures that may be used include:

Prevention

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

Cultural Controls

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

Mechanical Controls

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

Biological Controls

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

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

PESTICIDE CONRTOLS

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

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

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

OC Parks prioritized approach:

Park Areas and Trails – Accessible to the Public

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

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

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

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

Buildings, Trees and Lakes – Within All Park Areas

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

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

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

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

PESTICIDE APPROVALS

OC Parks approval procedures:

Pest Control Recommendations

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

Pesticide Application Notices

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

PESTICIDE APPLICATIONS

OC Parks application procedures:

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

DEFINITIONS

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

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

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

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

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

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

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

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

EXHIBIT 2

PESTICIDE APPLICATION NOTICE



D

FACILITY: _____ TREATMENT DATE: _____

CONTRACTOR: _____ CONTRACT #: _____

APPLICATOR: _____ QAL/QAC LICENSE #: _____

PEST CONTROL ADVISOR: _____ PCA LICENSE #: _____

PRODUCT NAME	EPA REGISTRATION #	SIGNAL WORD
_____	_____	_____
_____	_____	_____
_____	_____	_____

TARGET PEST(S): _____

PROPOSED TREATMENT LOCATION(S): _____

PROPOSED TREATMENT AREA QTY: _____

APPLICATION METHOD: _____

RESTRICTED ENTRY INTERVAL: _____

ALTERNATIVE PEST CONTROL METHODS ATTEMPTED: _____

RECEIVED BY: _____ DATE: _____

APPROVED: _____ DENIED: _____

EXHIBIT 3

PESTICIDE APPLICATION SIGN



E

PESTICIDE NAME: _____

EPA REGISTRATION #: _____

SIGNAL WORD: _____

TARGET PEST(S): _____

AREA(S) TO BE TREATED: _____

PRECAUTIONS: _____

SCHEDULED APPLICATION:

DATE: _____ TIME: _____ (AM ___ PM ___)

SAFE TO ENTER AREA:

DATE: _____ TIME: _____ (AM ___ PM ___)

CONTACT NAME: _____

TELEPHONE NUMBER: _____

EXHIBIT 4

PESTICIDE LABEL CARD/TAG

Example

Product Name: Finale

AI: Glufosinate-ammonium

EPA Signal Word: Warning

EPA Reg # : 432-1229

REI: when dry

Purpose: Invasive weed control

Contact: Company X (111)- 222-333

Product Name:

AI:

EPA Signal Word:

EPA Reg #:

REI:

Purpose:

Contact:

EXHIBIT 5

VANISHING SPRAY INDICATOR

5"x5" template, GAP: 1.75"

H

VANISHING SPRAY INDICATOR
Blue Azure
 Water Soluble Spray Dye



Quest Vanishing Spray Indicator is a versatile, easy to use, non-toxic spray colorant

Mixes Completely in water with all pesticides without affecting chemical efficacy

For turf, ornamental, aquatic, industrial, municipal, utility, agriculture and rights-of-way use. Quest Vanishing Spray Indicator is a versatile, easy-to-use, non-toxic colorant for turf and ornamental, aquatic, industrial, Municipal, utility, and right-of-way applications of liquid pesticides and fertilizers. Quest Vanishing Spray Indicator shows applicators where they have sprayed and will help avoid costly overspray's and skips. Quest Vanishing Spray Indicator dissipates quickly with sunlight in all types of applications. It mixes completely with water soluble pesticides and fertilizers without affecting chemical efficacy.




23611 Linwood Road
 Linwood, Kansas 66052

- 1 QT/32 FL OZ / 946 ML
- 4 x 32OZ Case

VANISHING SPRAY INDICATOR

SHAKE WELL BEFORE USING

Quest Vanishing Spray Indicator application rates will vary depending on turf or plant color, height, spray nozzle type, spray volume and application rate. For optimal rate application, experiment with the volume of spray solution and rate of Quest Vanishing Spray Indicator to find a rate that is functional and economical for your specific practice.

SUGGESTED RATES:
 16-24 ounces per 100 gallons (190 mL per 100 liters) of spray solution treated. For smaller spray applications such as backpacks and small sprayers, use 2-3 ounces per 3 gallons (50-75 mL per 10 liters) of spray volume.

Spray Tank Volume	Amount of Spray Indicator
1 gallon	1 teaspoon or 1 ounce
3 gallons	2 – 3 ounces
30 gallons	4 – 6 ounces
50 gallons	8 -12 ounces
100 gallons	16 – 24 ounces

Based on currently available data, this product is not classified as a hazardous substance. However, observe good industrial hygiene practices. Wash hands after handling.

Information regarding the contents of this product is available by calling 785-542-2577 or www.questproducts.us

GAP: 1.75"

785-542-
www.questproducts.us

EXHIBIT 6

PESTICIDE AND FERTILIZER REPORTING



J

Date

August 1, 2020

<http://trax.ocparks.com>

Create A New Account

1. Receive Vendor Number and link to Chemical Usage Tracking App from OC Parks.
2. On the Login page click "Create An Account."
3. On the Register page enter Vendor Number and information. Create a unique password for the account.
4. Click "Register." Home screen displays "Welcome to Chemical Usage Tracking."

Entering a New Chemical Treatment

1. Log in.
2. From the Home page click "New Entry." Two tabs will appear titled Work Order Details and Application Details.
3. First, in the Work Order Details tab enter the applicable information. When finished click "Save."
4. In the Application Details tab enter the applicable information. When finished, click "Save."
 - a. *Note: Brand Name field will auto-populate "Active Ingredient" fields.*
5. Confirm that all information is entered correctly and click "Complete Entry." After "Complete Entry" is selected edits cannot be made.

EXHIBIT 7**LAKE MANAGEMENT MODEL MAINTENANCE PROCEDURES****FP-1****LAKE MANAGEMENT**

The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, sediments and other pollutants while maintaining ponds and lakes. Lake management practices may involve the following activities:

- 1. Fertilizer and Pesticide Management**
- 2. Mowing, Trimming/Weeding, and Planting**
- 3. Managing Landscape Waste**
- 4. Controlling Litter**
- 5. Erosion Control**
- 6. Controlling Illegal Dumping**
- 7. Bacteria Control**
- 8. Monitoring**

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for lake management include:

- Implementation of an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools. Refer to Exhibit 1, Fertilizer and Pesticide Management Guidance for further details.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Fertilizer and Pesticide Management

Usage

- Utilize a comprehensive management system that incorporates integrated pest management techniques.

Usage (cont')
the use,

- Follow all federal, state, and local laws and regulations governing storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- ✓ Educate and train employees on use of pesticides and pesticide application techniques to prevent pollution.
- ✓ Pesticide application must be under the supervision of a qualified and properly licensed or certified pesticide applicator.
- ✓ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- ✓ Do not mix or prepare pesticides for application near storm drains.
- ✓ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- ✓ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ✓ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- ✓ Periodically test soils for determining proper fertilizer use.
- ✓ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- ✓ Inspect pesticide/fertilizer equipment and transportation vehicles daily.
- ✓ Refer to Exhibit 1 for further guidance on Fertilizer and Pesticide management
- ✓ Refer to permit "Monitoring and Reporting Program No. 2001-160 for Discharges of Aquatic Pesticides to Waters of the United States" if lake discharges to Waters of the United States.

OPTIONAL:

- Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders prey on detrimental pest species).
- Use slow release fertilizers whenever possible to minimize leaching.

Scheduling

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

Disposal

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

2. Mowing, Trimming/Weeding, and Planting

Mowing, Trimming/Weeding removal

- Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.
- ✓ When conducting mechanical or manual weed control, avoid loosening the soil, which could erode into the lake.
- ✓ Use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
- ✓ Do not blow or rake leaves, etc. into a lake or place yard waste in lake.
- ✓ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
- ✓ Place temporarily stockpiled material away from lakes, and berm or cover stockpiles to prevent material releases to storm drains.

Planting

- Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting new vegetation.
- ✓ When planting or replanting consider using low water use groundcovers.
- ✓ Create a grassy berm to reduce run-on and run-off when possible. OPTIONAL:
 - Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

3. Managing Landscape Waste

Also see Waste Handling and Disposal Procedure sheet

- ✓ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into lakes.

- ✓ Place temporarily stockpiled material away from lakes. Berm or cover stockpiles to prevent material releases to a lake.
- ✓ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming, and may contribute to excessive algae growth.
- ✓ Inspection should be conducted to detect illegal dumping of clippings/cuttings in or near a lake. Materials found should be picked up and properly disposed of.
- ✓ Landscape wastes in and around lakes should be avoided by either using bagging equipment or by manually picking up the material.

**Training/Education/
Outreach**

- ✓ Train municipal to recognize and report illegal dumping into lakes.
- ✓ Encourage public reporting of illegal dumping by advertising the 24- hour water pollution problem reporting hotline (714) 567-6363.

OPTIONAL:

- Educate the public with public education materials such as a hotline and/or door hanger (door hangers are placed on the front doors in neighborhoods where illegal dumping has occurred to inform the reader why illegal dumping is a problem, and that illegal dumping carries a significant financial penalty).
- Educate the public through volunteer water quality monitoring programs. Volunteers can be trained to notice and report the presence and suspected source of an observed pollutant to the appropriate public agency.

4. Controlling Litter

Enforce anti-litter laws.

- Provide litter receptacles near lakes.

- ✓ Cover litter receptacles and clean out frequently to prevent leaking/spillage or overflow.

OPTIONAL:

- Post “No Littering” signs.

*Also see
Solid
Waste
Handling
Procedure
sheet*

5. Controlling Erosion

- ✓ Maintain vegetative cover on banks to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff.
- ✓ Areas should be designed (sloped) to prevent runoff and erosion and to promote better irrigation practices.
- ✓ Provide energy dissipaters (e.g. riprap) along banks to minimize potential for erosion.
- ✓ Confine excavated materials to pervious surfaces away from lakes. Material must be covered if rain is expected.

6. Controlling Illegal Dumping

Illegally dumped wastes can cause storm water and lake water quality problems. Non-hazardous solid wastes may include garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes and other discarded solid or semi-solid waste provided that such wastes do not contain wastes which must be managed as hazardous wastes, or wastes which contain soluble pollutants in concentration which exceed applicable water quality objectives or could cause degradation of waters of the state.

Field Investigation
during the

- Report prohibited discharges such as dumping observed

course of normal daily activities so they can be investigated, contained and cleaned up.

- ✓ Conduct field investigations to detect and eliminate improper disposal of pollutants into the storm drain (i.e. identify problem areas where discharges or illegal connections may occur and follow up stream to determine the source(s)).
- ✓ Report all observed illicit connections and discharges to the 24-hour water pollution problem reporting hotline (714) 567-6363.
- ✓ Encourage public reporting of improper waste disposal by distributing public education materials and advertising the 24-hour water pollution problem reporting hotline.

OPTIONAL:

- Post “No Dumping” signs in problem areas with a phone number for reporting dumping and disposal.

7. Bacteria Control

- ✓ Eliminate or reduce the feeding of waterfowl (i.e. ducks and geese).
- ✓ When feeding waterfowl, use food designated for waterfowl (no bread or crackers).

OPTIONAL:

- Place signage by lake with the above recommendations (see attached example)

8. Monitoring

OPTIONAL:

- Monitor fecal coliform.
- Monitor nutrient levels of both the water body and the soil.
- Monitor all trace metals found present in the soil and the water.

LIMITATIONS:

Alternative pest/weed controls may not be available, suitable, or effective in every case. Clean-up activities may create a slight disturbance for local aquatic species. If the lake is

recognized as a wetland, many activities, including maintenance, may be subject to regulation and permitting.

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County of Orange Environmental Resource Department.

EXHIBIT 8**LANDSCAPE MAINTENANCE MODEL PROCEDURES****FP-2****LANDSCAPE MAINTENANCE**

The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to the storm drain system and receiving waters. Landscape maintenance practices may involve one or more of the following activities:

- 1. Mowing, Trimming/Weeding, and Planting**
- 2. Irrigation**
- 3. Fertilizer and Pesticide Management**
- 4. Managing Landscape Waste**
- 5. Erosion Control**

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for landscape maintenance include:

- Implement an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools.
- Choose low water using flowers, trees, shrubs, and groundcover.
- Appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) will preserve the landscapes water efficiency.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Mowing, Trimming/Weeding, and Planting

Mowing, Trimming/Weeding Whenever possible, use mechanical methods of vegetation removal

rather than applying herbicides. Use hand weeding where practical.

- ✓ When conducting mechanical or manual weed control, avoid loosening the soil, which could erode into streams or storm drains.
- ✓ Use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
- ✓ Do not blow or rake leaves, etc. into the street or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.
- ✓ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
- ✓ Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.

Planting

- Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting ornamental vegetation.
- ✓ When planting or replanting consider using low water use groundcovers.

OPTIONAL:

- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

2. Irrigation

- ✓ Utilize water delivery rates that do not exceed the infiltration rate of the soil.
- ✓ Use timers appropriately or a drip system to prevent runoff and then only irrigate as much as is needed.
- ✓ Inspect irrigation system periodically to ensure that

the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering, and repair leaks in the irrigation systems as soon as they are observed.

- ✓ Where practical, use automatic timers to minimize runoff.
- ✓ Use popup sprinkler heads in areas with a lot of activity or where there is a chance the pipes may be broken. Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
- ✓ If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
- ✓ If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.

3. Fertilizer and Pesticide Management

Usage

- Utilize a comprehensive management system that incorporates integrated pest management techniques.
- ✓ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- ✓ Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- ✓ Pesticide application must be under the supervision of a California qualified pesticide applicator.
- ✓ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- ✓ Do not mix or prepare pesticides or fertilizers for application near storm drains.
- ✓ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- ✓ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ✓ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- ✓ Periodically test soils for determining proper fertilizer use.
- ✓ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- ✓ Inspect pesticide/fertilizer equipment and transportation vehicles daily. OPTIONAL:
 - Work fertilizers into the soil rather than dumping or broadcasting them onto the surface.
 - Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders prey on detrimental pest species).
 - Use slow release fertilizers whenever possible to minimize leaching.

Scheduling

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

Disposal

- Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- ✓ Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.

- ✓ Dispose of empty pesticide containers according to the instructions on the container label.

4. Managing Landscape Waste

*Also see
Waste
Handling
and Disposal
procedure
sheet*

- ✓ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into waterways or storm drainage systems.
- ✓ Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- ✓ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming.
- ✓ Inspection of drainage facilities should be conducted to detect illegal dumping of clippings/cuttings in or near these facilities. Materials found should be picked up and properly disposed of.
- ✓ Landscape wastes in and around storm drain inlets should be avoided by either using bagging equipment or by manually picking up the material.

5. Erosion Control

*Also see Waste
Handling and
Disposal
Procedure sheet*

- ✓ Maintain vegetative cover on medians and embankments to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff.
- ✓ Minimize the use of disking as a means of vegetation management because the practice may result in erodable barren soil.
- ✓ Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.

LIMITATIONS:

Alternative pest/weed controls may not be available, suitable, or effective in every case.

REFERENCES:

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. July 1993.

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Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000

EXHIBIT 9**PESTICIDE REPORTING**

8/30/22

Pesticide reporting requirements:

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

How to get to the tracking application:

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

Create a new account:

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

Entering a new pesticide application:

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