

ATTACHMENT B

CONTRACT MA-012-24010613

FOR

**LANDSCAPE MAINTENANCE FOR REGIONAL TRAILS AND
OPEN SPACES**

BETWEEN

OC COMMUNITY RESOURCES

AND

RT'S LANDSCAPING INC DBA TAPIA LANDSCAPING



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**CONTRACT MA-012-24010613
FOR
LANDSCAPE MAINTENANCE FOR REGIONAL TRAILS AND OPEN SPACES
WITH
RT'S LANDSCAPING INC DBA TAPIA LANDSCAPING**

This Contract MA-012-24010613 for Landscape Maintenance for Regional Trails and Open Spaces, 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 RT'S Landscaping Inc. DBA Tapia Landscaping, with a place of business at 9282 Tina Way, Anaheim, CA 92804, 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
Attachment C – Staffing Plan
Exhibit 1 – OC Parks Integrated Pest Management Plan
Exhibit 2 – Notice of Application Form
Exhibit 3 – Pesticide Application Signage
Exhibit 4 – NPDES Integrated Pest Management Guidelines
Exhibit 5 – OC Parks Pesticide Tracking Application

RECITALS

WHEREAS, County solicited Contract for Landscape Maintenance for Regional Trails and Open Spaces as set forth herein, and Contractor responded and represented that it is qualified to provide 5 Park Landscape Maintenance Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Landscape Maintenance for Regional Trails and Open Spaces 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 Landscape Maintenance for Regional Trails and Open Spaces 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.

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- 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.

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- 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 indemnittees as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, 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.

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- 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**).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
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 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.***

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- 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 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

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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

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information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under 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

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(“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 Landscape Maintenance for Regional Trails and Open Spaces 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 1, 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.

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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 paragraph “Z” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
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 Contractor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s 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

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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

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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.

15. 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.
16. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
17. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
18. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in **Article 27**, "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.

ATTACHMENT B

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.

19. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 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.
20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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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

21. **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.
22. **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.
23. **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.

ATTACHMENT B

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.

24. **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.
25. **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.
26. **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.
27. **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: RT'S Landscaping Inc. DBA Tapia Landscaping
 Attn: Christie Tapia
 9282 Tina Way,
 Anaheim, CA 92804
 Telephone: (714) 826-8614
 Email: rtapialandscaping@msn.com

County: OC Community Resources/OC Parks
 Attn: James Wooten
 1 Irvine Park Road
 Orange, CA 92862
 Telephone: (714) 973-6830
 Email: james.wootten@ocparks.com

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

ATTACHMENT B

28. **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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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

ATTACHMENT B

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.

36. **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.
37. **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.
38. **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

ATTACHMENT B

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.

ATTACHMENT B

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.

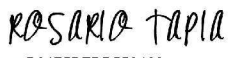

Contractor and all Subcontractor(s) shall comply with Labor Code Section 1777.6, which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the "Nondiscrimination" Section of the General Conditions), except as provided in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


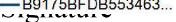
Signature Page to follow

ATTACHMENT B**Signature Page**

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

RT'S LANDSCAPING INC. DBA TAPIA LANDSCAPING*

DocuSigned by: 	ROSARIO TAPIA	President	11/17/2023
	Name	Title	Date

DocuSigned by: 	Christie Tapia	CFO	11/17/2023
	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By:  _____



Name: Christopher Anderson _____

Date: 11/17/2023 _____

* 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 B

ATTACHMENT A
SCOPE OF WORK
(ATTACHED SEPARATELY)

ATTACHMENT B**ATTACHMENT B
PAYMENT AND COMPENSATION**

- I. Compensation:** This is a firm-fixed fee Contract between County and Contractor for Landscape Maintenance for Regional Trails and Open Spaces 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. STANDARD WORK ITEMS (1-10):** Regular Landscape Maintenance Service: Monday through Friday. Price to perform services in accordance with the Scope of Works set forth in this Contract including labor, materials, supplies, equipment and dump fees.

LINE ITEM	QTY.	UNIT	DESCRIPTION	UNIT COST	ANNUAL COST
1	228	Each	Turf Mow	\$315.00	\$71,820.00
2	252	Each	Turf Edge Mechanical	\$105.00	\$26,460.00
3	10	Each	Pesticide Application	Included	Included
4	5	Each	Turf Aerate	Included	Included
5	12	Month	Irrigation System Inspection	\$7,250.00	\$87,000.00
6	12	Month	Irrigation System Repairs	\$3,250.00	\$39,000.00
7	364	Month	Trash Can Empty	\$925.00	\$11,100.00
8	12	Month	Trash and Debris Removal	\$1,100.00	\$13,200.00
9	12	Month	Landscape Maintenance	\$17,200.00	\$206,400.00
10	12	Month	Facility Maintenance	\$8,200.00	\$98,400.00

TOTAL ITEMS 1 THROUGH 10 (ANNUAL COST): \$ **553,380.00**

- B. EXTRA WORK ITEMS (ITEMS 11-18):** Price to perform extra work services in accordance with the Scope of Works set forth in this Contract including labor, materials, supplies, equipment and dump fees.

ATTACHMENT B

LINE ITEM	QTY.	UNIT	DESCRIPTION	UNIT COST	ANNUAL COST
11	6	Each	Verti-cut Turf	\$525.00	\$3,150.00
12	30	Acres	Weed Abatement-Mechanical/Manual Removal (provide square foot cost)	\$0.04 per square foot \$1,742.40 per acre	\$52,272.00
13	500	Hours	Landscape Services (General Labor)	\$38.00	\$19,000.00
14	500	Hours	Landscape Services (Irrigation Specialists)	\$45.00	\$22,500.00
15	200	Hours	Landscape Services (Foreman/Supervisor)	\$45.00	\$9,000.00
16	100	Hours	Large Debris Removal	\$45.00	\$4,500.00
17	75	Each	Emergency Irrigation Repair	\$45.00	\$3,375.00

TOTAL EXTRA WORK ITEMS 11 THROUGH 17: \$ 113,797.00

- C. **IRRIGATION REPAIR (ITEMS 18-133):** Irrigation prices shall include full compensation for furnishing ALL labor, materials (i.e. swing joints and thrust blocks), tools, necessary equipment, overhead and profit required for complete repair and installation. *Note: The estimated annual usage is only an estimate. Actual numbers repaired may be more or less than the estimated amount.*

SPRINKLER HEADS

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
18	Hunter SRS-00-Shrubs (Various Nozzles)	125 x	\$0.05	\$6.25
19	Hunter PGs Shrub (Various Nozzles)	75 x	\$2.00	\$150.00
20	Hunter PGP-4" Pop-up (Various Nozzles)	75 x	\$15.00	\$1,125.00
21	Hunter PGH-12" Pop-up - Rotor ARV (Various Nozzles)	100 x	\$5.00	\$500.00
22	Hunter PGM-00 Shrub (Various Nozzles)	50 x	\$1.00	\$50.00
23	Hunter 1-20-6P-ARV=6" Rotor Pop-up (Various Nozzles)	100 x	\$38.00	\$3,800.00
24	Hunter PGM-04" Pop-up (Various Nozzles)	50 x	\$1.00	\$50.00

ATTACHMENT B

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
25	Hunter 1-20-HP-ARV=12" Rotor Pop-up (Various Nozzles)	125 x	\$38.00	\$4,750.00
26	Hunter PGM-06" Pop-up (Various Nozzles)	75 x	\$1.00	\$75.00
27	Hunter PGM-12" Pop-up (Various Nozzles)	75 x	\$2.00	\$150.00
28	Hunter PGJ-00 Pop-up (Various Nozzles)	50 x	\$6.00	\$300.00
29	Hunter PGJ-04" Pop-up (Various Nozzles)	50 x	\$2.00	\$150.00
30	Hunter PGJ-06" Pop-up (Various Nozzles)	100 x	\$6.00	\$600.00
31	Hunter PGJ-12" Pop-up (Various Nozzles)	100 x	\$10.00	\$1,000.00
32	Hunter SRS-02" Pop-up (Various Nozzles)	50 x	\$0.25	\$12.50
33	Hunter SRS-04" Pop-up (Various Nozzles)	50 x	\$1.25	\$62.5
34	Hunter SRS-06" Pop-up (Various Nozzles)	100 x	\$1.25	\$125.00
35	Hunter SRS-12" Pop-up (Various Nozzles)	100 x	\$2.00	\$200.00
36	Hunter PGS 4" Pop-up (Various Nozzles)	50 x	\$1.00	\$50.00
37	Hunter PGS 4" Shrub (Various Nozzles)	50 x	\$1.00	\$50.00
38	Hunter PGH 12" (Various Nozzles)	100 x	\$38.00	\$3,800.00
39	Hunter PGP - I-20HP (Various Nozzles)	125 x	\$38.00	\$4,750.00
40	Rainbird 1" Quick Coupler W/key locking cap rubber	10 x	\$105.00	\$1,050.00
41	Rainbird 12" Pop-up rotors Model 5000	125 x	\$41.00	\$5,125.00
42	Rainbird 1804-SAM: 4" Pop-up Height W/NP Cover	50 x	\$6.00	\$300.00

ATTACHMENT B

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
43	Rainbird 1806-SAM: 6" Pop-up Height W/NP Cover	100 x	\$14.00	\$1,400.00
44	Rainbird 1812-SAM: 12" Pop-up Height W/NP Cover	75 x	\$27.00	\$2,025.00
45	Rainbird 1401: 0.25 gpm (0,06 m3/h; 0,03 l/s); full-circle, trickle pattern	75 x	\$0.25	\$18.75
46	Rainbird 1402: 0.50 gpm (0,11 m3/h; 0,03 l/s); full-circle, trickle pattern	75 x	\$0.25	\$18.75
47	Rainbird 1404: 1.00 gpm (0,23 m3/h; 0,06 l/s); full-circle, umbrella pattern	75 x	\$0.25	\$18.75
48	Rainbird flood bubbler for trees	200 x	\$1.00	\$200.00
49	Rainbird flood bubbler for shrubs	200 x	\$1.00	\$200.00
50	Rainbird PJ-25 (Special)	50 x	\$1.00	\$50.00
51	Rainbird 15103 Mini-paw (Various Nozzles)	200 x	\$1.00	\$200.00
52	Rainbird 2045 Maxipaws (Various Nozzles)	100 x	\$1.00	\$100.00
53	Rainbird Bubblers (Various Trajectory)	50 x	\$1.00	\$50.00
54	Rainbird 1800 - 6" Pop-up (Various Nozzles)	100 x	\$15.00	\$1,500.00
55	Rainbird 1800 - 12" Pop-up (Various Nozzles)	100 x	\$30.00	\$3,000.00

NIPPLES

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
56	½" PVC 3" or 4"	150 x	\$0.40	\$60.00
57	½" PVC 6" or 8"	150 x	\$0.60	\$90.00
58	½" PVC 10" or 12"	125 x	\$0.90	\$112.50
59	½" PVC 14" or 16"	70 x	\$2.00	\$140.00
60	¾" PVC 3" or 4"	100 x	\$0.75	\$75.00

ATTACHMENT B

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
61	¾" PVC 6" or 8"	70 x	\$1.30	\$91.00
62	¾" PVC 10" or 12"	45 x	\$1.80	\$81.00
63	¾" PVC 14" or 16"	35 x	\$2.00	\$70.00
64	½" Galvanized 3" or 4"	50 x	\$2.25	\$112.50
65	½" Galvanized 6" or 8"	50 x	\$2.50	\$125.00
66	½" Galvanized 10" or 12"	35 x	\$2.75	\$96.25
67	1" Galvanized 10" or 12"	45 x	\$3.00	\$135.00

COUPLINGS

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
68	½" PVC	150 x	\$0.10	\$15.00
69	¾" PVC	15 x	\$0.15	\$2.25
70	1" PVC	150 x	\$0.25	\$37.50
71	1 ¼" PVC	20 x	\$0.45	\$9.00
72	1½" PVC	20 x	\$0.65	\$13.00
73	2" PVC	20 x	\$1.50	\$13.00
74	4" PVC	10 x	\$6.00	\$60.00
75	½" Galvanized	35 x	\$1.50	\$52.50
76	¾" Galvanized	60 x	\$2.00	\$120.00
77	1" Galvanized	60 x	\$2.00	\$120.00

PIPE**(PVC reclaimed water pipe radiant purple)**

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
78	½" PVC Schedule 40 (10' - 20" Length)	25 x	\$0.25	\$6.25
79	¾" PVC Schedule 40 (10' - 20" Length)	25 x	\$0.35	\$8.75
80	1" PVC Schedule 40 (10' - 20" Length)	25 x	\$0.40	\$10.00

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ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
81	1¼" PVC Schedule 40 (10' - 20" Length)	25 x	\$0.50	\$12.50
82	1½" PVC Schedule 40 (10' - 20" Length)	25 x	\$0.60	\$15.00
83	2" PVC Schedule 40 (10' - 20" Length)	25 x	\$60.00	\$1,500.00
84	4" PVC Schedule 40 (10' - 20" Length)	2 x	\$170.00	\$340.00
85	3" PVC Schedule 40 (10' - 20" Length)	2 x	\$120.00	\$240.00
86	6" PVC Schedule 40 (10' - 20" Length)	2 x	\$300.00	\$600.00
87	½" PVC Schedule 40 (10' - 20" Length)	50 x	\$12.50	\$625.00
88	¾" PVC Schedule 40 (10' - 20" Length)	20 x	\$15.00	\$300.00
89	1" PVC Schedule 40 (10' - 20" Length)	10 x	\$20.00	\$200.00

VALVE REPLACEMENT

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
90	Rainbird ¾" RCV-EFA	10 x	\$45.00	\$450.00
91	Rainbird 1" Quick Coupling Valve	5 x	\$105.00	\$525.00
92	Rainbird 1" RCV-EFA	10 x	\$170.00	\$1,700.00
93	Gate Values 2" to 6" (Various Sizes)	5 x	\$900.00	\$4,500.00
94	Rainbird 1¼" RCV-EFA	20 x	\$210.00	\$4,200.00
95	Rainbird 1½" RCV-EFA	15 x	\$225.00	\$3,375.00
96	Rainbird 2" RCV-EFA	40 x	\$330.00	\$13,200.00
97	Rainbird Easy Rain Single Valve Battery	5 x	\$225.00	\$1,125.00
98	Champion Valve #466	13 x	\$35.00	\$455.00
99	Calsense Sensor flow Meter Values 2" and 6"	2 x	\$1,125.00	\$2,250.00

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ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
100	Rainbird Master Valve 2" to 6"	5 x	\$735.00	\$3,675.00
101	Hardee Plastic Remote Control Valve 1"	5 x	\$45.00	\$225.00
102	Hardee Plastic Remote Control Valve 1¼"	5 x	\$130.00	\$650.00
103	Hardee Plastic Remote Control Valve 1½"	5 x	\$130.00	\$650.00
104	Hardee Plastic Remote Control Valve 2"	5 x	\$165.00	\$825.00
105	Rainbird Lids (purple)	10 x	\$6.00	\$60.00
106	Rainbird Boxes (plastic rectangle purple)	5 x	\$32.00	\$160.00
107	Rainbird Boxes (plastic round purple)	5 x	\$16.00	\$80.00
108	Rebar Stakes 24"	65 x	\$3.00	\$195.00
109	4" Cast-Iron Flanged Strainer & Pressure Regulator	1 x	\$900.00	\$900.00
110	Hunter, RCV, PGV-151, 1½"	15 x	\$130.00	\$1,950.00
111	Hunter, RCV, PGV-201, 2"	15 x	\$195.00	\$2,925.00
112	Hunter, ASV-101-S 1" RCV	10 x	\$95.00	\$950.00
113	Hunter, ASV-075- ¾" RCV	10 x	\$35.00	\$350.00
114	6" Gate Valves	3 x	\$1,500.00	\$4,500.00

VALVE REPAIR

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
115	Rainbird Diaphragm ¾" or Hunter	10 x	\$55.00	\$550.00
116	Rainbird Diaphragm 1" or Hunter	10 x	\$65.00	\$650.00
117	Rainbird Diaphragm 2" or Hunter	10 x	\$90.00	\$900.00
118	Rainbird Top f/2 RCV or Hunter	3 x	\$0	\$0
119	Rainbird Bleed Plugs	15 x	\$12.00	\$180.00
120	Rainbird Solenoids or Hunter	75 x	\$35.00	\$2,625.00
121	Rainbird Bonnet Assembly ¾" or Hunter	25 x	\$15.00	\$375.00

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ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
122	Rainbird Bonnet Assembly 1" or Hunter	25 x	\$15.00	\$375.00
123	Rainbird Bonnet Assembly 1¼" or Hunter	25 x	\$66.00	\$1,650.00
124	Rainbird Bonnet Assembly 1½" or Hunter	25 x	\$70.00	\$1,750.00
125	Rainbird Bonnet Assembly 2" or Hunter	25 x	\$88.00	\$2,200.00
126	Rainbird Top Replacement ¾" or Hunter	25 x	\$60.00	\$1,500.00
127	Rainbird Top Replacement 1" or Hunter	5 x	\$62.00	\$310.00
128	Rainbird Top Replacement 1¼" or Hunter	5 x	\$65.00	\$325.00
129	Rainbird Top Replacement 1½" or Hunter	5 x	\$68.00	\$340.00
130	Rainbird Top Replacement 2" or Hunter	5 x	\$70.00	\$350.00

MISCELLANEOUS

ITEM NO.	DESCRIPTION.	ESTIMATED ANNUAL USAGE	UNIT COST	ANNUAL COST
131	Rainbird Lids	30 x	\$6.00	\$180.00
132	Rainbird Boxes (plastic)	10 x	\$28.00	\$280.00
133	Rainbird Boxes (concrete)	10 x	\$25.00	\$250.00

FOR ITEMS NOT LISTED ABOVE: Cost + 20%

For all materials with a cost in excess of \$100.00, a copy of Contractor's invoice is required for reimbursement.

CONTRACT BREAKDOWN FOR EVALUATION OF COST ADJUSTMENT:

Labor	50%
Materials	25%
Equipment	15%
Fuel	10%

ATTACHMENT B

- D. **TOTAL ANNUAL COST – STANDARD WORK ITEMS (ITEM NO. 1- 10):** \$ **553,380.00**
- E. **TOTAL ANNUAL COST – EXTRA WORK ITEMS (ITEM NO. 11- 17):** \$ **113,797.00**
- F. **TOTAL ANNUAL COST – IRRIGATION REPAIRS (ITEM NO. 18- 133):** \$ **107,182.50**
- G. **TOTAL ANNUAL CONTRACT AMOUNT NOT TO EXCEED:** \$ **774,359.50**
- H. **TOTAL CONTRACT AMOUNT NOT TO EXCEED:** \$ **2,323,078.50**

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:

ATTACHMENT B

- 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-012-24010613
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

OC Community Resources: Accounts Payable
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.

ATTACHMENT B**ATTACHMENT C
STAFFING PLAN****I. KEY PERSONNEL**

Name	Classification/ Designation	Years of Experience	Years with Company	Professional Licenses or Credentials
Rosario Tapia	Owner/Operator	51	18	
Emilio Tapia (Richard)	Project Manager	22	17	Certified Arborist
Christie Tapia	Controller	15	15	
Norman Villegas	Crew Lead	25	13	
Samuel Carrillo	Crew Lead	20	7	
Jaime Jimenez	Crew Lead	19	15	
Eduardo Lua	Irrigation Technician	28	6	
Lupe Sanchez	Irrigation Technician	30	17	
Fortino Cancino	Tree Trimmer/ Foreman	24	5	
Refugio Ramirez	Landscape Labor	18	9	
Mario Garcia	Landscape Labor	13	4	
Jorge Lopez	Landscape Labor	14	7	

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

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

Company Name & Address	Contact Name and Telephone Number	Project Function
N/A	N/A	N/A

ATTACHMENT A
SCOPE OF WORK

LANDSCAPE FOR THE TRAILS, PARKS AND OPEN SPACES SPECIFICATIONS

I. DEFINITIONS

- A. **“Bicycle Route”** means any roadway designated as a bikeway, either asphalt, concrete, or hardscape, pursuant to California Streets and Highways Code section 2371 with official signs giving notice of such a bikeway. (Ord. No. 99-21, § 2, 8-31-99).
- B. **“Contractor”** means the individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with County to perform the work.
- C. **“Contractor Supervisor”** means the person designated by Contractor to oversee Contractor’s employees in the performance of the work under this Contract.
- D. **“County”** means the County of Orange.
- E. **“Daily”** means every day of the normal workweek, Monday through Friday.
- F. **“Extra Work”** means work that may be required to be performed where special conditions dictate that a frequency greater than that specified is necessary. All Extra Work requires written authorization from the Inspector.
- G. **“Facility or Hardscape Area”** means all non-turf and non-landscape areas covered in a hard or solid material such as asphalt, concrete, brick, sand or decomposed granite, e.g., roadways, sidewalks, trail, tennis courts, picnic shelters, etc.
- H. **“Holidays”** means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- I. **“Inspector”** means the County representative, or designee, designated to inspect the contracted work at the listed Park.
- J. **“Landscape Area”** means all non-turf areas such as parkways, planters, flowerbeds and undeveloped areas that require landscape, irrigation and weed control.
- K. **“Major Park Holidays”** means Easter, Mother’s Day, Memorial Day, Fourth of July, and Labor Day.
- L. **“Non-Standard Irrigation Repair Work”** means repairs to the irrigation system that is not considered Standard Irrigation Repair Work.
- M. **“NPDES”** means the National Pollutant Discharge Elimination System.
- N. **“OC Community Resources”** means OC Community Resources, an agency of the County of Orange.

- O. **“OC Parks” or “Orange County Parks”** means the department within OC Community Resources responsible for management and operation of County regional parks and recreational areas.
- P. **“Park” or “Regional Trail/Bikeway Facilities”** means all developed and undeveloped areas of the listed Regional Trail/Bikeways.
- Q. **“Playground”** means a place specifically designed to enable children to play there.
- R. **“Purchasing Agent”** means the County Purchasing Agent or his designees, authorized to act on the Purchasing Agent’s behalf in regards to this contract.
- S. **“Right-of-way”** means all persons shall observe posted right-of-way restrictions on any trail, path, walkway, or road owned, operated, or managed by the County of Orange. This subsection shall also apply to any such "trail courtesy" right-of-way regulations for multiple-use trails promulgated by the Director. Violation of this subsection is an infraction for the first violation and a misdemeanor for the second and subsequent violations. (Sec 2-546).
- T. **“Standard Irrigation Repair Work”** means all components of the irrigation water supply system from the remote control valve to the sprinkler head. Repair and/or replacement of remote control valves, electric valve wires, controllers, sprinkler heads, PVC pipe, adjusting pins, washers, trip assemblies, drip irrigation lines, filters, screens and emitters shall be considered standard repairs. Also includes raising, repairing or replacing valve boxes.
- U. **“Standard Work”** means a spectrum of activities including turf mowing and edging, maintenance of landscape and hardscape areas, maintenance of the irrigation system (minor repairs only), cleaning of facilities, weed control and trash pick-up.
- V. **“Turf Area”** means all developed turf areas of the listed County regional park.
- W. **“USACE”** means The United States Army Corps of Engineers is a U.S. federal agency under the Department of Defense
- X. **“Weekly”** means the normal workweek during the month, Monday through Friday.
- Y. **“Work”** means the services to be completed under this Contract and to include furnishing all labor, materials and equipment.

II. DESCRIPTION OF WORK

- A. All work performed under this contract will be evaluated and measured by adherence to, and meeting of performance standards (quality). Task frequency shall not be a measure of contract compliance, work completion or justification for “extra work” charges.
- B. Due to various Flood Control and other projects the County may add or remove property from maintenance inventory, thus increasing or decreasing the need to Contractor’s services. Therefore, Contractor shall provide a per square foot price

where indicated in bid documents. As determined by County, the per square foot price will be used to calculate increases or decreases in Contractor compensation.

- C. Contractor shall provide all landscape and facility maintenance services required for the areas specified in the Contract. The work shall include turf care, trash and debris removal, vegetation management, weed management, maintenance and repair of irrigation systems and all other services required to maintain the appearance and sound growth conditions in all landscaped areas.
- D. The Contractor shall provide all labor (including, required professional and supervisory services), tools, equipment (including vehicles), materials and incidentals necessary to ensure that grounds and landscape maintenance is performed at the listed County property in a manner that will maintain healthy grass, trees, shrubs, vines, plants and present a clean, neat, manicured, public safety minded professional appearance. The Contractor shall perform all services associated with general grounds and landscape maintenance duties. This will include all management and preventative maintenance actions in addition to the specific tasks addressed in the Scope of Work.
- E. Contractor's materials and equipment shall not be stocked or stored at a County regional park, open space, trail or bikeway except as authorized by the Inspector.
- F. All work shall be done in a professional and workman like manner, and at those times that will not inconvenience either the public or operations on Regional Trails, parks or open space areas.
 - Regular hours of operation November 1 to February 28 are 7am-6pm
 - Regular hours of operation March 1 to October 31 are 7am-9pm
- G. Underground utilities may exist in all areas to be serviced under this Contract. Special care shall be exercised during cultivation and excavation.
- H. All Contractor equipment shall be kept in good repair and conform to all state and local laws. All equipment shall be subject to inspection. Any equipment found to be in need of repair, unsafe or producing poor quality work shall be removed from service at the Inspectors request.
- I. The Contractor shall maintain an office within fifty (50) miles of Orange County with a telephone answering system such that twenty-four (24) hour emergency notification is possible or provide emergency contact name(s) and phone number (s) such that twenty-four (24) hour emergency notification is possible. All calls shall be returned within two (2) hours.
- J. Contractor shall not enter upon any adjacent property for the purpose of conducting operations required under this Contract unless the Contractor has obtained written permission from the affected property owner.

III. PERFORMANCE REQUIREMENTS

- A. Performance Standards. The Scope of Work defines the standard level of service expected. It is intended that the Contractor will meet or exceed these requirements.

Task frequency, where provided is intended only as a general guide and not shall not be used as a measure for acceptable work or contract compliance.

- B. Inspector. County shall designate an Inspector to inspect the work performed and administer the on-site provisions of the Contract.

C. Deficient Performance

1. The Inspector shall inspect work for adherence to Contract Specifications and Scope of Work. The County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance and to perform or contract for the necessary service if, or when, the work under this Contract is incomplete.

The Contractor shall be notified both verbally and in writing each time its performance is unsatisfactory and corrective action is necessary (See Exhibit B).

2. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
 - a. Non-Standard irrigation within twelve (12) hours.
 - b. Playground maintenance within twenty-four (24) hours.
 - c. Landscape maintenance within forty-eight (48) hours.
 - d. Standard irrigation within forty-eight (48) hours.
 - e. Trash and debris removal within seventy-two (72) hours.
 - f. Other deficiencies within seven (7) days.

- D. Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on the Payment Deduction Schedule below.

- E. Habitual deficient performance will result in contract performance evaluation up to and including contract termination.

- F. Deductions from monthly performance payments shall be divided into two categories:

1. Performance on Schedule:

- a. Failure of the Contractor will result in damages in the additional inspection, administration and complaints by the public being sustained in OCCR Purchasing & Contract Services.
- b. The sum of Two-Hundred Fifty Dollars (\$250.00) for the first failure and Five Hundred Dollars (\$500.00) for thereafter per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications, except for mowing/mechanical edging which shall be Two-Hundred Fifty Dollars (\$250.00) per instance.

2. Major Deficiencies:

- a. An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be County forces or separate private contractor, even if it exceeds the contract unit price, will be deducted and forfeited from payments to the Contractor.
 - b. Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are not reasonably expected to be taken, OCCR Purchasing & Contract Services may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may de-duct such cost from any amount due or become due from OCCR Purchasing & Contract Services. OCCR Purchasing & Contract Services action or inaction under such circumstances shall not be construed as relieving the Contractor from liability.
- G. Licenses and Permits. The Contractor shall be licensed in accordance with the requirements of State of California Business & Professions Code Division 3, Chapter 9. Contractors, Article 4. Classifications, C27 – Landscaping Contractor. Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.
- H. Safety. The Contractor shall take all necessary safety precautions for the protection of its employees, County employees and the public using the Park or the Park Facilities including but not limited to, use of signs, barricades, and traffic devices such as flashers and cones.
- I. Inspections. The County’s designated Inspector shall be in charge of inspections for this Contract. In the event corrective actions are necessary, the Inspector will provide the Contractor with copies of the inspection reports showing corrective actions required. The Contractor shall promptly respond to either written or oral requests by the Inspector for the corrective actions required to meet the Contract Specifications and Scope of Work.

IV. WORK SCHEDULES

A. Schedules

1. The Contractor shall submit annual, monthly and bi-weekly schedules to the Inspector to indicate the major items of work and the time frames for accomplishment by day of the week and by morning and afternoon.
2. The Contractor shall complete the schedule for each item of work and each area of work.
3. The initial schedule shall be submitted on or by the effective date of Contract. Thereafter it shall be submitted monthly on the day mutually agreed upon by Contractor and Inspector.

4. Changes to the schedule shall be received by Inspector at least twelve (12) hours prior to the scheduled time for the work.
5. Failure to notify Inspector of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work even though the work is performed on a subsequent day.
6. Contractor shall adjust all schedules to compensate for all holidays.
7. A monthly meeting shall be scheduled between the Contractor and Inspector to review schedules, invoices, work progress, etc.
8. Failure to supply a schedule by the first of each month shall result in a deduction and forfeit of One Hundred Dollars (\$100.00) from payment due to Contractor for every calendar day the schedule is not received.

B. Irrigation Inspection Schedule

A schedule shall be submitted to the Inspector at the start of the Contract showing the location, time of day that each irrigation system will be tested. Any changes to the Irrigation Inspection Schedule shall be submitted to the Inspector for approval prior to enactment

C. Performance during Inclement Weather

1. During periods when inclement weather hinders normal operations, Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.
2. The prime factors in assigned work shall be the safety of the work force and damage to landscaping, in that order.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

D. Holidays

Should a major holiday (New Year's, Fourth of July or Christmas) fall on the regular scheduled day of service, contractor may request an alternate day that week. The contractor shall request the change with the County at least seven (7) days in advance.

V. SECURITY

- A. Locks: Contractor shall be responsible for providing their own locks that will be interlocked to current County locks on access gates as necessary to access work areas. Contractor shall assume full responsibility for the theft or loss of said locks and pay for their replacement.
- B. Gates: All gates used to access locations detailed in this contract must at all times be locked after entering and exiting. At no time shall a gate be left open. Unauthorized entrance at a gate left open by contractor and resulting costs incurred to damage or dumping of debris shall be the responsibility of the contractor.

- C. Losses: At no time shall the Contractor or its employees enter areas of the Park not specifically included in this Contract for landscape maintenance services, including but not limited to County's maintenance buildings or equipment storage areas. Contractor shall be held responsible for full replacement of damages or losses that are directly or indirectly due to the actions of its employees.
- D. Vandalism: Contractor shall immediately report all conditions and occurrences out of the norm to the Inspector, including vandalism or other damage to the landscaped areas or irrigation system, and other Park Facility damage.

VI. CONTRACTOR EMPLOYEES

- A. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall perform background/security checks of each employee and shall maintain a copy of the background/security check.
- B. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person (s) under the influence of alcohol or drugs on the premises or in any buildings. Neither shall the Contractor allow the use of alcohol or drugs on the premises or in buildings.
- C. Appearance: All personnel shall have a professional and clean appearance not limited to proper grooming and hygiene, uniforms or other workplace attire that bears Contractor company name.
- D. Conduct: No person (s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly or acceptably, or otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this work.
- E. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both the conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
- F. Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in landscape maintenance services.
- G. Cell Phones: Cell Phones shall not be used by Contractor or its employees at any time while operating any equipment or motorized vehicle in performance of the work under this Contract. However, calls for emergency services to 911 or to report need of medical aid, fire, or need of law enforcement are permitted.

VII. DAMAGE

- A. Any damage to vehicles or property by Contractor shall be reported to the Inspector or by the Contractor immediately or as soon thereafter as possible but in no event to exceed twenty-four (24) hours. The Contractor shall protect all County improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.

VIII. MATERIALS

- A. Vehicles and Equipment: Contractor is responsible for providing all vehicles and maintenance equipment required to perform service. Vehicles and equipment shall be in working order and must be made available at all times to respond to the requests of County Inspectors. Contractor vehicles must have placards with Contractor company name.
- B. Supplies: Contractor shall furnish at its expense all materials required to perform the work under this Contract, to include, but not limited to, handheld landscape tools, handheld power equipment, PPE's, traffic control devices, cones, signs, delineators, irrigation system repairs, vegetation controls materials, and with approval, plants, shrubs and ground cover.
- C. Mulch: All Landscape planters shall always be mulched to a minimum depth of three (3) inches during this contract. Mulching is a critical component of reducing weeds and weeding activity and as such shall be inspected regularly to confirm compliance.
1. Mulch shall consist of 3" minus composted hummus and wood. Product is to be composted by a State or County licensed composter/mulcher for a minimum of 120 days at temperatures of 120°(F) to 150°(F) and conform to all CalRecycle guidelines for compost. Mulch shall not contain plastic, metals, general trash, biosolids, and any other debris.
 2. If any mulch delivered onsite is deemed out of compliance with stated standards, mulch shall be removed and replaced at the Contractors expense. Removal and replacement of non-compliant mulch with compliant mulch shall be completed within two (2) weeks of non-compliance notice from OC Parks Representative.
 3. Mulch deliveries and applications shall be coordinated between Contractor Representative and OC Park Representative so as not to interfere with any scheduled programs and events at said Park facility.
- D. Pesticides: Throughout the duration of the contract, Contractor shall always comply with the OC Parks Integrated Pest Management (IPM) Plan, provided in Exhibit 1, and any specific direction given by OC Parks Representative and/or OC Parks IPM Coordinator.
1. 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 services 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.

2. Contractor shall provide an official PCA recommendation for each pesticide to be used for each use scenario within the contract 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 to be used for the first time within this contract will be reviewed by the OC Parks IPM Representative prior to approval.
3. A Pesticide Application Notice form to apply pesticides shall be provided to the applicable OC Parks Facility 48 hours in advance of each scheduled application. The Notice of Application form is provided in Exhibit 2.
4. Pesticide Application signage shall be displayed in a manner that is reasonably visible to anyone who may enter the treatment site during the application. The Pesticide Application Signage is provided in Exhibit 3.
5. 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. NPDES IPM guidelines provided in Exhibit 4.
6. 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.
7. Off target chemical spray drift and chemical spray drips and leaks shall not be tolerated. Spray equipment shall always be in good working order.
8. Contractor shall maintain a pesticide label “card” located on the backpack sprayer that denotes the product information including brand name, active ingredient, EPA registration #, and signal word.
9. 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 Tracking Application user guide is provided in Exhibit 5.

IX. GENERAL ENVIRONMENTAL REQUIREMENTS

A. Sound Control

1. The Contractor shall comply with all County and local City sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the Contract and shall make every effort to control any undue noise from the operation.
2. Each internal combustion engine used for any purpose on the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated in performance of the work without said muffler.
3. The noise level from the Contractor's operations between the hours of 7 a.m. and 5 p.m., Monday through Friday, shall be in accordance with the County ordinance covering "Noise Control".
4. The noise level from the Contractor's operation during the above specified times shall not exceed 86 DBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.
5. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, mowers, or tractors that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of lights warnings except those required by safety laws for the protection of personnel.

B. Water Conservation

1. The use of water shall be minimized, particularly during cleanup operations.
2. All irrigation supply systems shall be kept in good working condition and leaks shall be repaired promptly.
3. Nothing in this section shall relieve the Contractor from adequately maintaining any area in accordance with these specifications.
4. Contractor shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements as set forth in Paragraph 23 (Pollution Controls) of the Contract and Best Management practices in regards to water pollution.
5. Contractor shall comply with all State, County or Water District water use restrictions.

C. Air Pollution and Dust Control

1. In accordance with the provisions of Sections 11017 and 14381 of the Government Code, the Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. At no time shall Contractor personnel

use equipment that creates noticeable and visible dust cloud formations on or near park, trail or County assets.

D. Battery Operated Leaf Blowers

1. Contractor shall be required to use commercial grade battery powered backpack and handheld leaf blowers for all areas that a gas-powered unit would normally be appropriate. Handheld and backpack gas powered leaf blowers shall not be permitted for use unless the public safety warrants.
2. Contractor shall provide the necessary equipment and quantities including battery powered leaf blowers and batteries at each park facility in order to meet the performance on schedule specifications of this contract at all times.
3. Batteries shall not be charged using OC Parks electrical infrastructure unless authorized by County personnel.
4. Tow behind gas powered blowers for large scale cleaning after storm events or when adverse conditions necessitate their use shall be allowed with the following limitations:
 - a. All tow behind operators shall be thoroughly trained on the use of the equipment.
 - b. Comply with all safe operating practices as listed in the manufacturer's user manual at all times.
 - c. Tow behind gas blowers shall never be used on pedestrian only paths.
 - d. Tow behind gas blowers shall only be used on paved bikeways and roadways.
 - e. Park/Trail users always have the right of way and tow behind gas blowers will be turned down to the lowest operating speed when within 150' of any trail user and will be turned off completely when near groups of people congregating.

E. Waste Disposal

1. Contractor shall dispose of all green waste debris offsite through a certified green waste material recycling center. Contractor shall maintain a monthly record of total gross tonnage of green waste recycled. Contractor shall not dispose of any green waste in a conventional landfill or landfill receptacle without prior approval from OC Parks Representative.

F. Spraying Equipment

1. All devices used to spray chemicals with a spray nozzle device such as a backpack sprayer shall always have a working pressure regulator and check valve attached on the spray wand.

X. WORK ITEMS

A. STANDARD WORK

Standard Work Performance Schedule
All work performed under this contract shall be evaluated and measured by adherence to, and meeting of performance standards (quality). Task frequency shall not be a measure of contract compliance, work completion or justification for “extra work” charges.

Turf Care and Maintenance

Work Description	Month	Frequency	Facility/Location
Turf Mow	November	Bi-weekly	Santa Ana River Regional Bikeway and Trail (SART)
	December	Bi-weekly	Seaview Park/Trail
	January	Bi-weekly	Holderman Park
	February	Bi-weekly	Bent Tree Park
	March	Bi-weekly	Woodgate Park
	April	Weekly	SART
	May	Weekly	Seaview Park/Trail
	June	Weekly	Holderman Park
	July	Weekly	Bent Tree Park
	August	Weekly	Woodgate Park
Turf Edge - Mechanical	November	Bi-weekly	SART
	December	Bi-weekly	Seaview Park/Trail
	January	Bi-weekly	Holderman Park
	February	Bi-weekly	Bent Tree Park
	March	Bi-weekly	Woodgate Park
		Bi-weekly	La Palma Medians
	April	Weekly	SART
	May	Weekly	Seaview Park/Trail
	June	Weekly	Holderman Park
	July	Weekly	Bent Tree Park
	August	Weekly	Woodgate Park
	October	Bi-weekly	La Palma Medians
Pesticide Application	Year-round	As Requested	Various Locations
Aerate Turf	February	Annually	SART
	March	Annually	Seaview Park/Trail
		Annually	Holderman Park
		Annually	Bent Tree Park
		Annually	Woodgate Park

Irrigation System Maintenance

Work Description	Month	Frequency	Facility/Location
Irrigation System Inspection	Year-round	Daily	SART
		Weekly	Seaview Park/Trail
		Weekly	Holderman Park
		Weekly	Bent Tree Park
		Weekly	Esplanade Trail
		Weekly	Woodgate Park
Standard Irrigation Repairs	Year-round	Daily	SART
		Weekly	Seaview Park/Trail
		Weekly	Holderman Park
		Weekly	Esplanade Trail
		Weekly	Bent Tree Park
		Weekly	Woodgate Park

Trash and Debris Removal

Work Description	Month	Frequency	Facility/Location
Trash Removal (cans)	Year-round	Twice a Week	SART
		Weekly	Seaview Park/Trail
		Weekly	Badlands Trail
		Weekly	Salt Creek Trail
		Weekly	Serrano Creek Trail
		Weekly	Aliso Creek Bike Trail
		Weekly	Aliso Creek Soft Trail
		Weekly	Aliso Woods/Aliso Creek
		Weekly	Bell View Trail
		Weekly	Holderman Park
		Weekly	Esplanade Trail
		Weekly	Bent Tree Park
		Weekly	Woodgate Park
Trash and Debris Removal	Year-round	Daily	SART
		Weekly	Seaview Park/Trail
		Weekly	Badlands Trail
		Weekly	Holderman Park
		Weekly	Bent Tree Park
		Weekly	Esplanade Trail
		Weekly	Woodgate Park
		Weekly	La Palma Medians
		Bi-Monthly	Yorba Cemetery

Landscape Maintenance

Work Description	Month	Frequency	Facility/Location
Landscape Maintenance	Year-round	Daily	SART
		Weekly	Seaview Park/Trail
		Weekly	Badlands Trail
		Weekly	Holderman Park
		Weekly	Bent Tree Park
		Weekly	Esplanade Trail
		Weekly	Crawford Canyon
		Weekly	Woodgate Park
		Weekly	La Palma Medians
		Bi-Monthly	Yorba Cemetery
Mechanical/ Manual Weed Removal	Year-round	As needed	SART
		As needed	Seaview Park/Trail
		As needed	Badlands Trail
		As needed	Holderman Park
		As needed	Bent Tree Park
		As needed	Esplanade Trail
		As needed	Crawford Canyon
		As needed	Woodgate Park
		As needed	La Palma Medians
		Bi-Monthly	Yorba Cemetery
Minor Tree Maintenance	Year-round	Daily	SART
		As needed	Seaview Park/Trail
		As needed	Badlands Trail
		As needed	Holderman Park
		As needed	Bent Tree Park
		As needed	Esplanade Trail
		As needed	Crawford Canyon
		As needed	Woodgate Park
		As needed	Yorba Cemetery
Pesticide Weed Removal	Year-round	As needed	SART
		As needed	Seaview Park/Trail
		As needed	Badlands Trail
		As needed	Holderman Park
		As needed	Bent Tree Park
		As needed	Esplanade Trail
		As needed	Crawford Canyon
		As needed	Woodgate Park
		As needed	La Palma Medians
		As needed	Yorba Cemetery

Facility and Hardscape Maintenance

Work Description	Month	Frequency	Facility/Location
Facility Maintenance	Year-round	Daily	SART
		Weekly	Seaview Park/Trail
		Weekly	Badlands Trail
		Weekly	Holderman Park
		Weekly	Bent Tree Park
		Weekly	Esplanade Trail
		Weekly	North Tustin
		Weekly	Woodgate Park
Hard Surface Areas	Year-round	Weekly	SART
		Weekly	Badlands Trail
		Weekly	Holderman Park
		Weekly	Bent Tree Park
		Weekly	North Tustin
		Weekly	Woodgate Park
Soft Surface Areas	Year-round	Weekly	SART
		Weekly	Seaview Park/Trail
		Weekly	Badlands Trail
Playground/Tot Lot	Year-round	Weekly	Holderman Park
		Weekly	Bent Tree Park
		Weekly	SART
Rest Areas	Year-round	Weekly	SART
		Weekly	Seaview Park/Trail
		Weekly	Aliso Creek Bike Trail
		Weekly	Aliso Creek Soft Trail
		Weekly	Badlands Trail
Drinking Fountains	Year-round	Weekly	SART
		Weekly	Seaview Park/Trail
		Weekly	Aliso Creek Bike Trail
		Weekly	Aliso Creek Soft Trail
		Weekly	Badlands Trail
		Weekly	Holderman Park
		Weekly	Esplanade Trail
		Weekly	Bent Tree Park
		Weekly	Woodgate Park
Clean Drains, Grates and V-ditches	Year-round	Quarterly	SART
		Quarterly	Seaview Park/Trail
		Quarterly	Badlands Trail
		Quarterly	Holderman Park
		Quarterly	Bent Tree Park
		Quarterly	Esplanade Trail
		Quarterly	North Tustin

		Quarterly	Woodgate Park
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The following sections detail the specific requirements for the Standard Work Items listed in Part 3: Cost Proposal.

XI. TURF CARE AND MAINTENANCE

A. TURF MOW

1. All turf grass areas shall be mowed in accordance with following guidelines to provide adequate growth and appearance:
2. April 1 to October 31 mowing will take place weekly at three (3) inches. Exact height of cut may be adjusted as needed by OC Parks Representative.
3. November 1st to March 31st mowing will take place biweekly at two (2) inches. Exact height of cut may be adjusted as needed by OC Parks Representative.
4. Contractor shall exercise care to prevent damage to tree trunks and surface roots.
5. Mowing shall occur on the same day each period. Mowing missed due to inclement weather or holidays shall be rescheduled and completed within two (2) days of improved weather conditions as determined by OC Parks Inspector or designee as scheduled weekly or bi-weekly.
6. All equipment shall be adjusted to the proper height and properly sharpened to produce a quality and uniform cut.
7. All glass, paper, leaves and other debris shall be removed and disposed of offsite prior to mowing.
8. Grass clippings are not to be collected.
9. All walkways, roadways or other areas dirtied by mowing operations shall be cleaned and all debris removed and disposed of prior to completion of each day's mowing operations.
10. Picnic tables, trashcans and all portable obstructions shall be moved by hand only.
11. Contractor shall be responsible for all damage done to picnic tables, trashcans, signpost or any other County assets from mowers. This damage shall be repaired within 7 working days to Inspector's satisfaction.
12. On occasion, the frequency of mowing required in certain areas is greater than specified on this document and the Inspector may require an additional mow. Contractor shall be notified in writing by the Inspector seven (7) days prior to the required date additional mow is performed (see exhibit D). Upon completion of additional mow, Contractor shall indicate service on the next schedule submitted.

B. TURF EDGE - MECHANICAL

1. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.
2. Mechanical methods shall be used except where damage may occur to surrounding structures.
3. Mechanically trim around and under all anchored or stationary picnic tables, benches, and drinking fountains.

C. TURF AERATION

1. All turf areas shall be aerated one (1) time per year with the appropriate aeration equipment.
2. Contractor shall be responsible for locating and marking irrigation and all other components in turfgrass prior to aerating.
3. September 1 to September 30 turfgrass shall be aerated with three-quarter (3/4) inch hollow core tines to a depth of three (3) inches with six (6) inch maximum spacing.
 - a. Work shall only be allowed Monday-Friday.
 - b. Contractor shall post signs before aeration operations start stating: "Turfgrass Maintenance in Progress." Signs shall be removed promptly after aerating operations are finished, and no later than twenty-four (24) hours after.
 - c. Irrigation shall be turned off 24 hours prior to aeration operations in the areas to be aerated for that day. This will be completed in coordination with the Irrigation Technician. Irrigation may remain on with prior approval from OC Parks Representative.
 - d. Contractor shall aerate turfgrass in one (1) direction and ensure complete coverage and proper depth is achieved at all times.
 - e. Aeration plugs/cores shall be dispersed with a core pulverizer or heavy weighted drag mat within twenty-four 24 hours to the satisfaction of the OC Parks Representative. Cores shall not be harvested and removed offsite.
 - f. Irrigation schedules shall resume after aeration cores have been properly pulverized and reincorporated back into the grass.
4. Any damage to OC Parks or OC Park Patron property shall be replaced, repaired, or reimbursed in like kind at the discretion of OC Parks Representative.

D. DE-THATCHING

1. All turf areas shall be de-thatched (height of cut reduction) one (1) time per year with the appropriate mowing equipment as described in the Equipment Requirements section.
2. April 1 to April 30 turfgrass de-thatching shall mean lowering the mower height of cut to one and a half (1.5) inches and mowing in two (2) directions to ensure final height of cut is one and a half (1.5) inches. Contractor shall ensure excess grass clippings and clumps are incorporated back into the grass. Height may be adjusted based on site specific conditions at the request of OC Parks Representative.
 - a. Work shall only be allowed Monday-Friday
 - b. Contractor shall post signs before de-thatching operations start stating: "Turfgrass Maintenance in Progress." Signs shall be removed promptly after de-thatching operations are finished, and no later than twenty-four (24) hours.
 - c. Irrigation shall be turned off 24 hours prior to de-thatching operations in the areas to be de-thatched for that day. This will be completed in coordination with the Irrigation Technician. Irrigation may remain on with prior approval from OC Parks Representative.
 - d. Irrigation schedules shall resume after de-thatching operations have been completed and grass clippings have been properly reincorporated back into the grass.
 - e. All mowers shall always be equipped with properly sharpened recycling blades to ensure a proper cut.

E. SODDING/SEEDING

1. Any turfgrass areas that are damaged or dead due to improper management by Contractor shall be replaced by re-seeding or sodding at no cost to OC Parks based on OC Parks Representative's directive.
2. Replacement sod type shall be Kikuyu grass or improved Tall Fescue based on OC Park Representative's discretion. Sod shall be actively growing, healthy, and free of weeds and pests.
3. Replacement seed shall be Kikuyu grass, an improved Tall Fescue blend, or a fifty/fifty (50/50) blend of the two (2) based on OC Park Representative's discretion.

XII. IRRIGATION SYSTEM MAINTENANCE

A. General Requirements:

Contractor shall be responsible for the complete management, operation, and maintenance of all controllers and Irrigation infrastructure after the point of connection at the water meter(s) at each facility. Contractor shall provide all labor, supervision, equipment, and supplies as needed to service and repair park irrigation

systems including but not limited to piping, wiring, spray heads, spray rotors, remote control valves, controllers, master valves, pressure regulators, gate valves, ball valves, backflow valves, and basket strainer assemblies.

The Contractor shall ensure that the systems are in good working and repairable condition at all times. The Contractor shall provide maintenance to keep all irrigation systems in proper working order including results of vandalism, pilferage, vehicular damage, utility repair, building repair, system fatigue, erosion, natural disasters, and damaged caused by animals (e.g., gophers, etc.) to all irrigation valves, electrical wires, controllers, irrigation sprinkler heads, irrigation lines, remote controllers, any and all parts of the irrigation system.

Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operation, maintenance, adjustments, and repair; in all types of components to include electric control clocks, valves, sprinkler heads and drip systems; with all brands and models of irrigation equipment.

The repair work to the existing sprinkler system consists of locating and repairing or replacing defective and broken electric and manual valves, replacing broken valve control boxes, metal irrigation valve pit covers, controllers, controller boxes, electrical wiring (between clock and valves), controller pedestals, sprinklers heads, risers, water lines, automatic and manual drains, backflow preventers, all types of fittings (tees, unions, nipples, clamps, etc.), pipes and underground sleeves used for water lines (regardless of how deep the systems are placed in the ground). Sprinkler heads and valve control boxes shall be flush with the ground and smooth. Services covered by the Contract are for maintenance of the existing system(s) only. New irrigation systems are outside the scope of this Contract but may be added.

B. Watering:

All turf grass shall be irrigated as required to maintain adequate growth and appearance. Irrigation shall be accomplished in accordance with the following time frames:

- Automatic Irrigation 9:00 p.m. - 6:00 a.m.
- Manual Irrigation 7:30 a.m. - 4:00 p.m.

Contractor shall monitor the requirements of all plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall and shall make appropriate changes in duration of watering cycles and in accordance with any State, City, County or Water District drought-imposed restrictions.

Irrigation run time schedules shall be reviewed at minimum one (1) time per week and adjusted as necessary to reflect seasonal changes in evapotranspiration rates.

Special watering may be required during daytime hours after periods of extreme dryness, heat or during manual operation. Watering shall be in accordance with the following criteria:

Monitored to prevent overspray, minimal drift on to private property or prevent access to facilities.

There shall be no interference with activities or special events.

Contractor will be responsible for costs incurred by their personnel due to negligence (i.e., parked vehicles etc.)

All damages resulting from under or over watering shall be repaired at Contractor's expense.

XIII. IRRIGATION SYSTEM INSPECTION

A. Initial Inspection

Contractor shall complete an initial inspection and testing of the entire system NO later than ten (10) working days after the award of the Contract. Within that period, the Contractor will submit to the Inspector a listing of all parts and labor that are required to bring the system into full operation condition. The Inspector may:

1. Authorize the Contractor to commence work based on the submittal.
2. Review the submittal with the Contractor and authorize the work based on Standard/Non-Standard Irrigation Repair Work procedures.
3. Issue a competitive solicitation for the listed work (if a solicitation is issued, the Contractor will have the right to submit a competitive bid using prices and rates it believes are appropriate and competitive).

B. Routine Inspection

CONTRACTOR SHALL INSPECT AND TEST ALL IRRIGATION SYSTEMS A MINIMUM OF ONCE PER MONTH IN ORDER TO:

1. Adjust system to provide adequate coverage, prevent excessive runoff, and prevent overspray onto non-landscaped areas, bikeways, trails and vehicles.
2. Determine malfunctions, damage, or obstructions and implement corrective action.

C. Contractor shall display on "Irrigation Testing in Progress" sign for public notification in all areas where active testing is taking place or as indicated by Inspector and removed at the end of each workday.

D. Costs for excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized changes in irrigation frequency may be deducted from payments to the Contractor based upon comparisons with historical expenditures.

E. Irrigation Specialists

Contractor shall provide Irrigation Specialists as follows:

1. Irrigation specialist must be able to effectively communicate in English and have a communication device such as cellular phone available.
2. Irrigation Specialist shall maintain a basic inventory of required irrigation parts to complete necessary repairs.

3. Irrigation Specialist shall make all necessary Standard Work minor repairs and adjustments to the irrigation system, and spot water to prevent any stressed turf or plant areas. Emergency repairs shall be made in accordance with the Non-Standard Irrigation Repair Work procedures. Special emphasis shall be placed on all turf, irrigated trees and landscaped areas that require additional or minimal watering to eliminate any stress throughout the facility. The Inspector may determine special areas that require additional attention.
 4. The Irrigation Specialist shall be thoroughly trained in the operation of irrigation controllers to appropriately program the controller clocks to achieve healthy growth while at the same time conserving water use in accordance with State and local water conservation mandates
 5. Irrigation Specialist shall have the ability to make all irrigation repairs as requested by the Inspector.
- F. FAILURE TO SUPPLY A CERTIFIED IRRIGATION SPECIALIST AS SPECIFIED HEREIN SHALL RESULT IN A TWO HUNDRED AND FIFTY DOLLARS (\$250.00) DEDUCTION FOR FIRST FAILURE AND FIVE HUNDRED DOLLARS (\$500.00) DEDUCTION THEREAFTER PER DAY.

XIV. IRRIGATION SYSTEM REPAIRS

Irrigation repairs shall be divided into Standard and Non-Standard repairs. Non-Standard repairs shall be “Extra work” and no Non-Standard repairs shall commence without OC Parks Representative approval. Standard repairs are considered normal maintenance bid on in this contract and shall not constitute extra work. In no event shall any repair project exceed \$60,000 for irrigation system repairs or any other repair project under this Scope of Work.

- A. All irrigation heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads, lines, emitters, and screens and removal of obstructions. Adjustments shall be included in the Standard Work for maintenance of the irrigation system.
- B. All damage resulting from the Contractor’s operations shall be repaired or replaced prior to the end of the workday at the Contractor’s expense. This shall include damage caused by water to public and county property.
- C. Damage and repairs for causes other than the Contractor’s operations shall be divided as follows:
- D. **STANDARD REPAIRS**

1. Standard repairs shall include all components of the irrigation water supply system 2.5 inches and smaller from the point of connection at the water meter on. Repair and/or replacement of remote-control valves, electric valve wires, controller fuses, sprinkler heads, PVC pipe, adjusting pins, washers, trip assemblies, drip irrigation lines, filters, screens and emitters shall be considered standard repairs. Standard repairs also include raising, repairing or replacing valve boxes. Contractor shall clear obstructions and correct malfunctions that do not require replacement of any parts. The cost for standard repairs to the irrigation system shall be included in the standard repairs work.

E. NON-STANDARD REPAIRS

1. Components 3 inches and larger including but not limited to irrigation pipe and fittings, remote-control valves, gate & ball valves, pressure regulators, basket strainers, flow sensors, pressure relief valves, master valves, repair couplings,
2. Controller hardware, controller enclosures, pumps, motors, and fertigation equipment. other than standard repairs in accordance with the provisions of Other Irrigation Work Repair (See Attachment C). Inspector shall approve all extra work prior to start of any Non-Standard repairs.
3. Repairs to the irrigation system shall be completed within twelve (12) hours after approval by the Inspector on substantial component damage such as broken irrigation lines, defective or broken valves and within forty-eight (48) hours after approval by the Inspector on repairs to sprinkler heads and other minor items.
4. All replacements shall be with original type and model materials unless the Inspector approves a substitute. Contractor shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on parts or equipment covered by warranty.
5. Contractor shall maintain an adequate stock of medium and high usage items for repairs of the irrigation system.
6. The Contractor shall warranty all repairs for a minimum of 90 days after completion.

XV. TRASH AND DEBRIS REMOVAL

A. TRASH REMOVAL (CANS)

1. All trash cans and surrounding area shall be emptied and cleaned of all trash and debris twice a week or as needed/requested.
2. Contractor shall provide durable 2 mil. plastic liners for all trash cans.
3. Trash shall be removed from receptacles when trash containers are ¼ full.
4. Any trash cans containing fish or meat remains, dog feces or other waste that will produce offensive smell or attract pests will be emptied immediately.
5. Trash shall be disposed of off County premise at the expense of the contractor.

XVI. TRASH AND DEBRIS REMOVAL FROM LANDSCAPE AND HARDSCAPE AREAS

- A. All landscape and hardscape areas shall be clear of trash and debris including areas located by flood control channel entrance gates, amongst decorative rock (rip rap), against flood control channel fencing, along paved bikeways, on dirt walking paths, rest areas, restrooms (including portable facilities) and within all vegetation. Special attention may be required for certain areas prone to heavier debris and trash loads.

Trash and debris are to be defined as unattended materials that are not clearly personal items or items of necessity for personal survival. Any items that are wet or molding or could be defined as hazardous to the public are to be removed immediately.

- B. Handpicking of trash and debris shall be completed daily with special consideration to trash and debris affecting paved bikeways and dirt walking paths.

XVII. LANDSCAPE MAINTENANCE

- A. Mechanical/Manual Weed removal:
 - 1. Contractor shall provide weed control by mechanical means or by hand.
 - 2. Contractor shall remove weeds off trail and bikeway edges, around rest areas, restrooms (including portable units), within decorative rock (riprap), planter beds, medians and any open space areas through cultivation dependent upon planting concentration and location. Weeds and grasses shall be removed from all planted areas from the time they are first visible.
- B. All dead vegetation shall be removed in landscape areas or adjacent to bikeways or trails.
- C. Rake and remove all debris from under shrubs and trees
- D. Fallen branches, sticks, leaves or other tree debris shall be removed from bikeways, paths and landscaped areas daily.
- E. All vegetation shall be trimmed, shaped and thinned to maintain adequate line of sight for public trail and bikeway users.
- F. All trimmings, trash and debris shall be removed and disposed of offsite at the end of each day's work. The only exception are trimmings to be mulched in place the following day. These trimmings shall be kept out of the public travel routes and any other trail or roadway.
- G. Contractor shall dispose of all green waste debris offsite through a certified green waste material recycling center. Contractor shall maintain a monthly record of total gross tonnage of green waste recycled.
- H. All walkways, roadways or other areas dirtied by landscape maintenance operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day's operations.
- I. All animal feces or other materials detrimental to human health shall be removed from landscape areas daily.
- J. All broken glass and sharp objects shall be removed from bikeways, trails, landscape areas daily.

- K. All areas shall be inspected as necessary and maintained in a neat, clean and safe condition at all times.
- L. Minor Tree Maintenance:
1. Contractor shall NOT perform aesthetic or corrective pruning, tree/stump removal, or other tree maintenance services, except those described below.
 2. Contractor shall NOT perform any tree work that would cause the tree to be misshapen or damaged.
 3. Tree shall be pruned and shaped away from trails, sidewalks, etc. to provide safe passage for public trail and bikeway users.
 4. Suckers' growth and volunteer saplings shall be removed.
 5. Trees shall be lifted to 7' to provide ample height for levee inspections (SART, only).
 6. Trees shall be lifted to 12' to provide vehicle and equestrian clearance.
 7. Contractor will remove all tree debris by the end of business each workday unless it is to be mulched in place the following day.
 8. Contractor shall display a "Tree Maintenance in Progress" signage in all areas where tree trimming is taking place and remove at the end of each workday.
 9. Contractor shall provide traffic control per MUTCD standards during all tree maintenance activities.
- M. Shrub Care:
1. (SART, only). Shrubbery shall be thinned sufficiently to allow visual inspection of Flood Control levees. Typical maximum heights should be no more than 2.5 feet high.
 2. All shrubbery shall be trimmed, shaped and thinned at the appropriate season or times of year based on the species of shrub to produce healthy growth, symmetrical appearance, removal of dead, damaged or diseased branches.
 3. All shrubs shall be trimmed to maintain horizontal and vertical clearance along medians in accordance with Highway Traffic Standard Specifications.
 4. All cuts shall be made sufficiently close to the parent stem to promote optimum healing.
 5. All limbs 1" or greater in diameter shall be undercut to prevent splitting.
 6. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

7. All trimmings and debris shall be removed and disposed of offsite at the end of each day's work.

N. Special Instructions: Yorba Cemetery

1. Weed removal
 - a. Mechanical removal is acceptable. Use special care around monuments
 - b. Remove weeds growing in between concrete walkway
 - **NO mechanical work near monuments**
2. General
 - a. Broken glass on cemetery grounds **will be left in place**. Exception is obvious recently broken glass.
 - b. No blowers for the dirt area of the cemetery. Cleanup of leaf litter must be manual.
 - c. Rake leaves, bag and remove from site on the same workday.
 - d. Remove any litter or debris
 - e. Water plants and trees
 - f. Maintain flower beds along walkway
 - g. **No removal of vases, crosses or other objects left by family members unless approved by Inspector, Maintenance Crew Supervisor or Resource Specialist.**

XVIII. FACILITY MAINTENANCE

A. Hard Surface Areas

1. All areas must be maintained in a neat, clean and safe condition at all times. These areas include rest areas, paved bikeways, walkways, trail entrances, concrete pads, tennis courts, basketball courts, handball courts, amphitheater, asphalt and concrete pads, concrete stairways, sidewalks, parking lots, playgrounds, etc.
2. Contractor shall clean, sweep or use blower depending on scope of work/specifications on sidewalks, rest areas, cement pads, bikeways, trail entrances, gutters and v-ditches on each regular service.
3. Contractor shall remove all loose trash, litter, broken glass (including material that may be adhered to the sidewalks), leaves, branches, weeds, animal and food waste and other debris from hardscape areas daily.

4. All areas shall be swept or blown daily to remove all deposits of silt, sand, trash, debris and glass.

B. Soft Surfaces, Decomposed Granite, Crushed Lava, Wood Chip

1. Soft surfaces shall be raked, leveled and maintained weed free.
2. Soft surfaces shall have any weeds, downed limbs, trash removed at all times.
3. Wood-chipped areas, decomposed granite, crushed lava, shall be replenished as needed.

C. Playgrounds

1. Playgrounds/structures/equipment/curbing, rubberized surfaces shall be cleaned of sand and debris.
2. Playground sand shall be raked level minimum weekly.
3. Minimum once per month all play equipment shall be thoroughly cleaned and sanitized. All damage from improper cleaning shall be repaired at Contractor expense and to the satisfaction of a Certified Playground Inspector.
4. Sand play areas shall be rototilled minimum once per month to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed with the sand. After rototilling, all areas shall be raked level.
5. Any damage caused by Contractor's operation to rubberized safety surfacing under play equipment shall be repaired or replaced at Contractor's expense. Inspector shall approve all completed repairs.

D. Rest Areas

1. Rest areas and/or group areas shall be maintained clean, safe and neat at all times.
2. Remove litter and debris around (25 foot) perimeter.
3. Clean picnic tables and counters; remove grease, stains, food, etc.
4. Clean and sanitize sinks, unclog minor stoppages and adjust water flow. Report any deficiencies or repairs to facility Inspector.
5. All concrete shall be cleaned with pressurized water, squeegee water off concrete pads and dry all picnic tables.
6. Clean bird droppings
7. Remove minor graffiti
8. Remove trash/empty cans

9. Rake DG surfaces

E. Drinking Fountains

1. All drinking fountains shall be cleaned and sanitized at a minimum of once per week.
2. Minor repairs shall include unclogging drains and adjustment of water flow.

F. Other

1. All concrete “V” drains to include the portion under the sidewalk shall be kept free of vegetation, debris and algae to allow unrestricted water flow.
2. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Inspector.

XIX. EXTRA WORK

- A. The following sections detail the specific requirements for the Standard Work Items listed in Part 3: Cost Proposal.
- B. Extra work may be required by the County to remedy vandalism, accident, Acts of God, theft, or civil disturbances within the areas covered by the Contract. Extra work may also be required to perform regular items of work where special conditions dictate that a frequency greater than that specified is necessary.
- C. Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools, equipment and time to complete. The only exception shall be when a condition exists wherein there is imminent danger of injury to the public or damage to property, in which case verbal estimate and authorization may be used. Within twenty-four (24) hours after verbal authorization, the written estimate for Inspector’s approval shall be prepared.
- D. NO EXTRA WORK SHALL COMMENCE WITHOUT THE WRITTEN, OR VERBAL WHEN APPLICABLE, AUTHORIZATION OF THE INSPECTOR.
- E. Extra Work shall be paid based upon a specific proposal that incorporates the labor rates, materials and equipment provided. Extra work may include, but is not limited to the following:
 1. **VERTI-CUT TURF:** Contractor shall be required to verti-cut turf areas as requested by County Inspector. Ideal timing is between Sept.1-Nov.1 and/or Apr. 1-June 1.
 - a. Inspector shall notify Contractor to begin verti-cutting operation two (2) weeks prior to commencing work.

- b. Verti-cutting shall be accomplished by use of a verti-cutting machine. The degree of thatch removal shall be determined by the Inspector immediately prior to commencement of work.
 - c. All thatch and debris shall be picked up and disposed of offsite within twenty-four (24) hours of verti-cutting.
 - d. All walkways, bikeways, trails, landscape areas or other areas dirtied by vert-cutting operations shall be cleaned and all debris disposed of prior to completion of this operation or the end of the day, whichever occurs first.
- 2. LANDSCAPE MAINTENANCE SERVICES:** Extra work may be required by the County in order to add new, to modify existing, or to refurbish existing turf, landscape areas and/or irrigation. (See Part 3: Cost Proposal for estimated annual extra labor hours).
- 3. LARGE DEBRIS REMOVAL:** Extra work may be required to remove large trash items and debris such as illegal dumping, abandoned furniture, and other items left on County property.
- 4. NON-STANDARD IRRIGATION REPAIR WORK**
- a. Non-Standard repairs shall include: components 3 inches and larger including but not limited to irrigation pipe and fittings, remote-control valves, gate & ball valves, pressure regulators, basket strainers, flow sensors, pressure relief valves, master valves, repair couplings, controller hardware, controller enclosures, pumps, motors, and fertigation equipment.
 - b. Prior to the start of any Non-Standard Irrigation Repair Work, the Contractor shall obtain written authorization from the Inspector. However, if the Inspector is unavailable, the Contractor shall photograph damage prior to and after repairs made and submit documentation and damaged items to the Inspector. If the Contractor discovers a malfunction or obstruction that requires a replacement part, the Contractor is authorized to make the appropriate repairs in an amount not to exceed \$100.00.
 - c. The Contractor shall then complete repairs within the timeframes as specified in the section entitled Irrigation System above, e.g., within twelve (12) hours after approval on major components, and within forty-eight (48) hours after approval on sprinkler heads and minor items.

**NO EXTRA WORK SHALL COMMENCE WITHOUT THE WRITTEN
AUTHORIZATION OF THE INSPECTOR.**

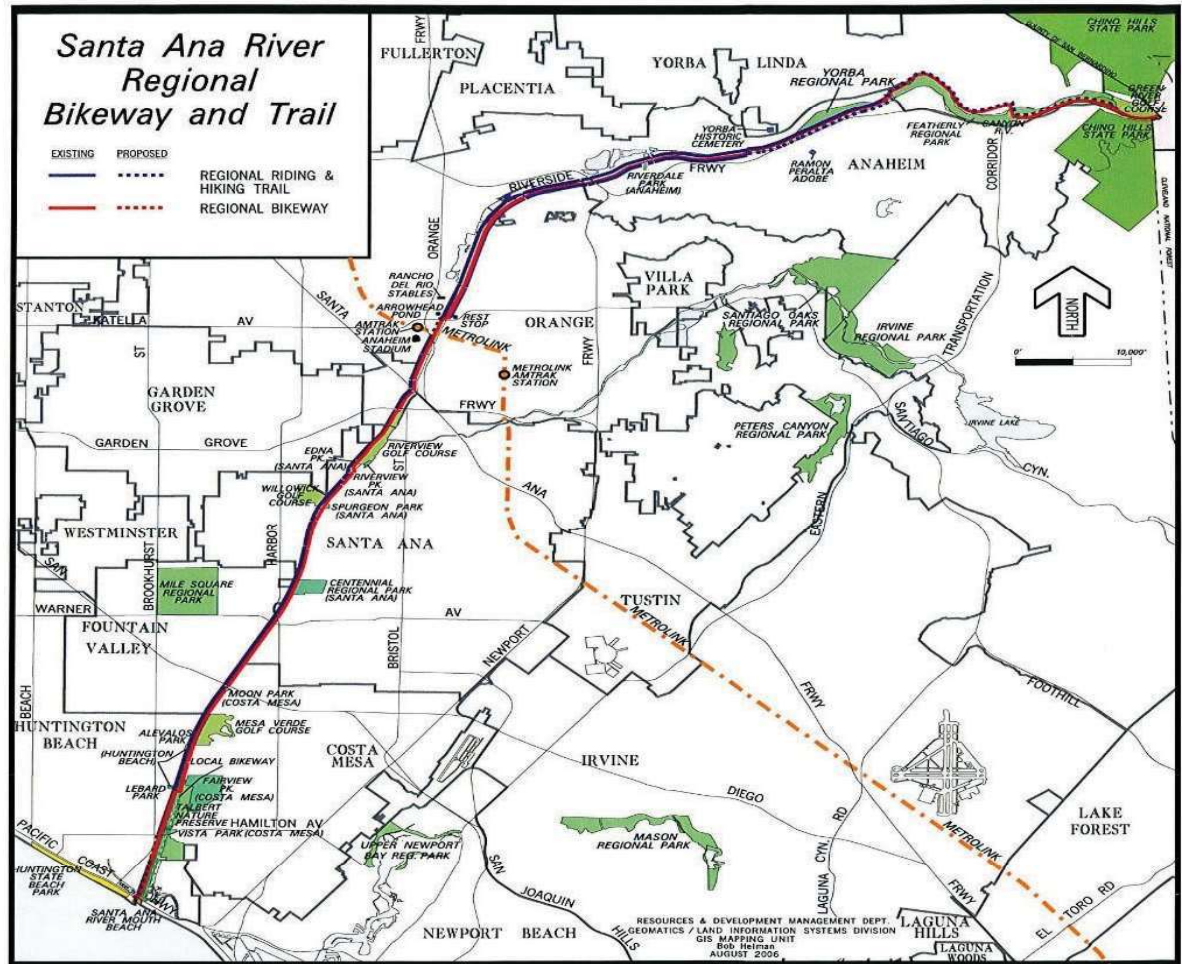
XX. TRAIL, PARKS AND OPEN SPACE LOCATIONS

Trail, Parks and Open Space Total Quantities		
Activity	Total	Unit
Turf – Mow	13.50	Acres
Turf - Mechanical Edging	55,361	Linear Feet
Turf - Aerate	10.3	Acres
Irrigation Systems Inspection and Repair	69	Each
Trash Cans - Remove and Replace	93	Each
Landscape - Trash and Debris Removal	391.5	Acres
Landscape - Weed Removal	150.4	Acres
Playgrounds/Tot Lots	5	Each
Drinking Fountains	13	Each
Rest Areas	19	Each
Sports Courts/Recreational Facilities	7	Each
Grated Flat Drains	12	Each
V-Ditch Channels	310	Linear Feet

A. LOCATION: Santa Ana River Regional Bikeway and Trail (SART)

1. Service Area: Twenty-nine (29) miles of bikeway and regional trails from Pacific Coast Highway in Huntington Beach to the County border.

2. SART LOCATION MAP



Location	Activity	Total	Unit
SART	Turf Mow	5	Acres
SART	Mechanical Edging	8,403	Linear Feet
SART	Aerate Turf	3	Acres
SART	Irrigation Controllers	58	Each
SART	Trash Cans	35	Each
SART	Trash and Debris Removal	250	Acres
SART	Mechanical/Manual Weed Removal	125	Acres
SART	Playgrounds/Tot Lots	3	Each
SART	Drinking Fountains	4	Each
SART	Rest Areas	7	Each

Location	Activity	Total	Unit
SART	V-Ditch Channels	310	Linear Feet

NOTES:

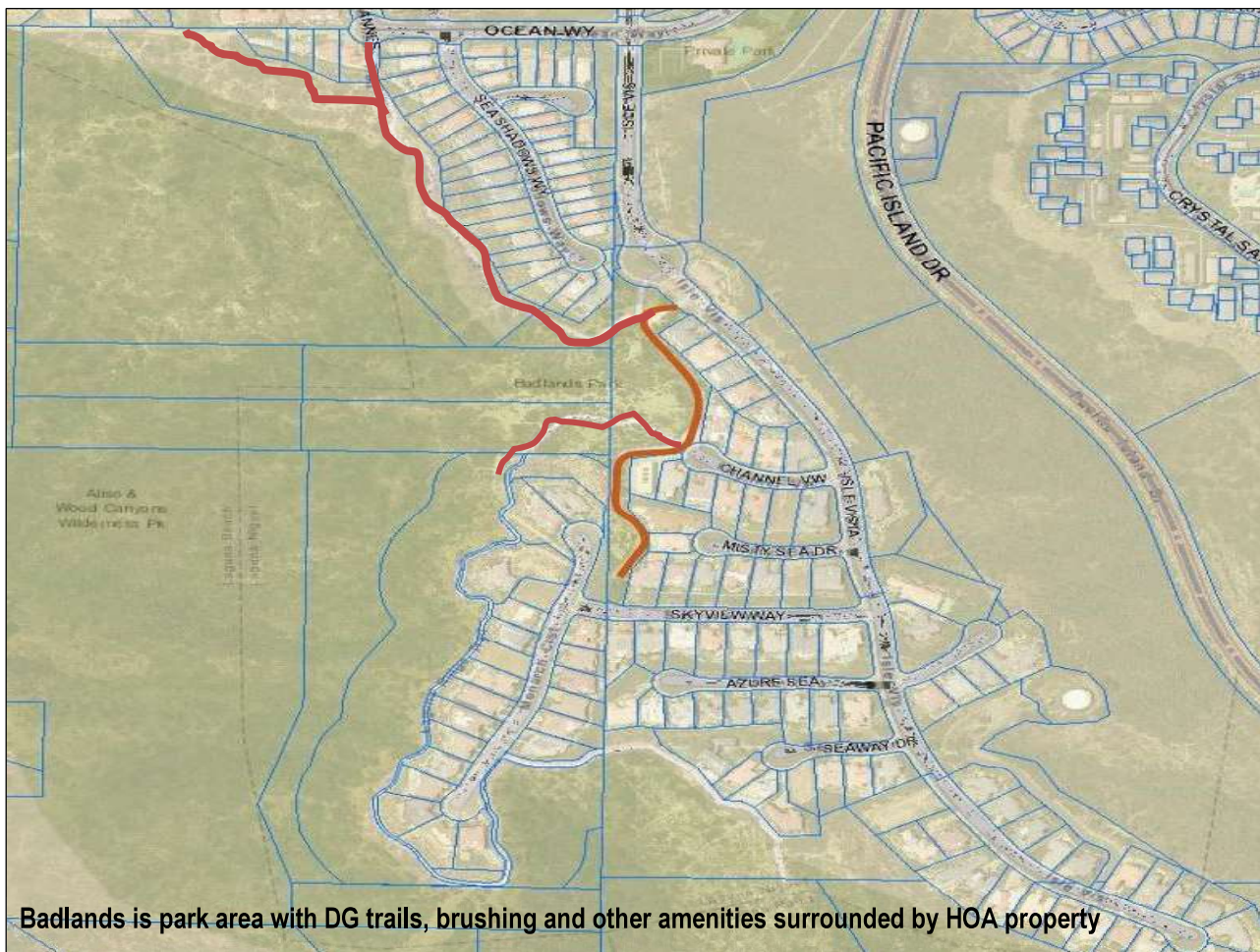
The Santa Ana River Regional Bikeway and Trail has approximately 300 acres of maintained landscape and open areas that include and do not include irrigation facilities. The west side of the Santa Ana River starting at the southern point of PCH extending north to the first pedestrian bridge before Adams Street in the City of Costa Mesa does not have an irrigation system, but shall be maintained in accordance with the Contract.

The section on the west side of the Santa Ana River that starts at Adams Street in the City of Costa Mesa is the former SART Regional Trail (soft trail). This section extends approximately 11 miles north to Riverview Golf Course just north of 17th street in the City of Santa Ana. Although currently closed to public access, this area will continue to be maintained annually for USACE levee inspections. Services in this area will be at the request of the area inspector.

B. LOCATION: Badlands Trail

1. Service Area: Badlands Trail is located off Isle Vista in Laguna Niguel, California.

2. BADLANDS TRAIL LOCATION MAP



NOTES:

Badlands is park area with DG trails, brushing and other amenities surrounded by HOA property and residents in Laguna Niguel.

Location	Activity	Total	Unit
Badlands Trail	Trash and Debris Removal	4.5	Acres
Badlands Trail	Irrigation Controllers	1	Each
Badlands Trail	Trash Cans	5	Each
Badlands Trail	Mechanical/Manual Weed Removal	1	Acre
Badlands Trail	Drinking Fountains	2	Each
Badlands Trail	Rest Areas	4	Each
Badlands Trail	Grated Flat Drains	12	Each

C. FACILITY: Seaview Park/Trail

1. SERVICE AREA: Seaview Park/Trail is located at 22697 Talavera in Laguna Niguel, California

2. SEAVIEW PARK AND TRAIL LOCATION MAP



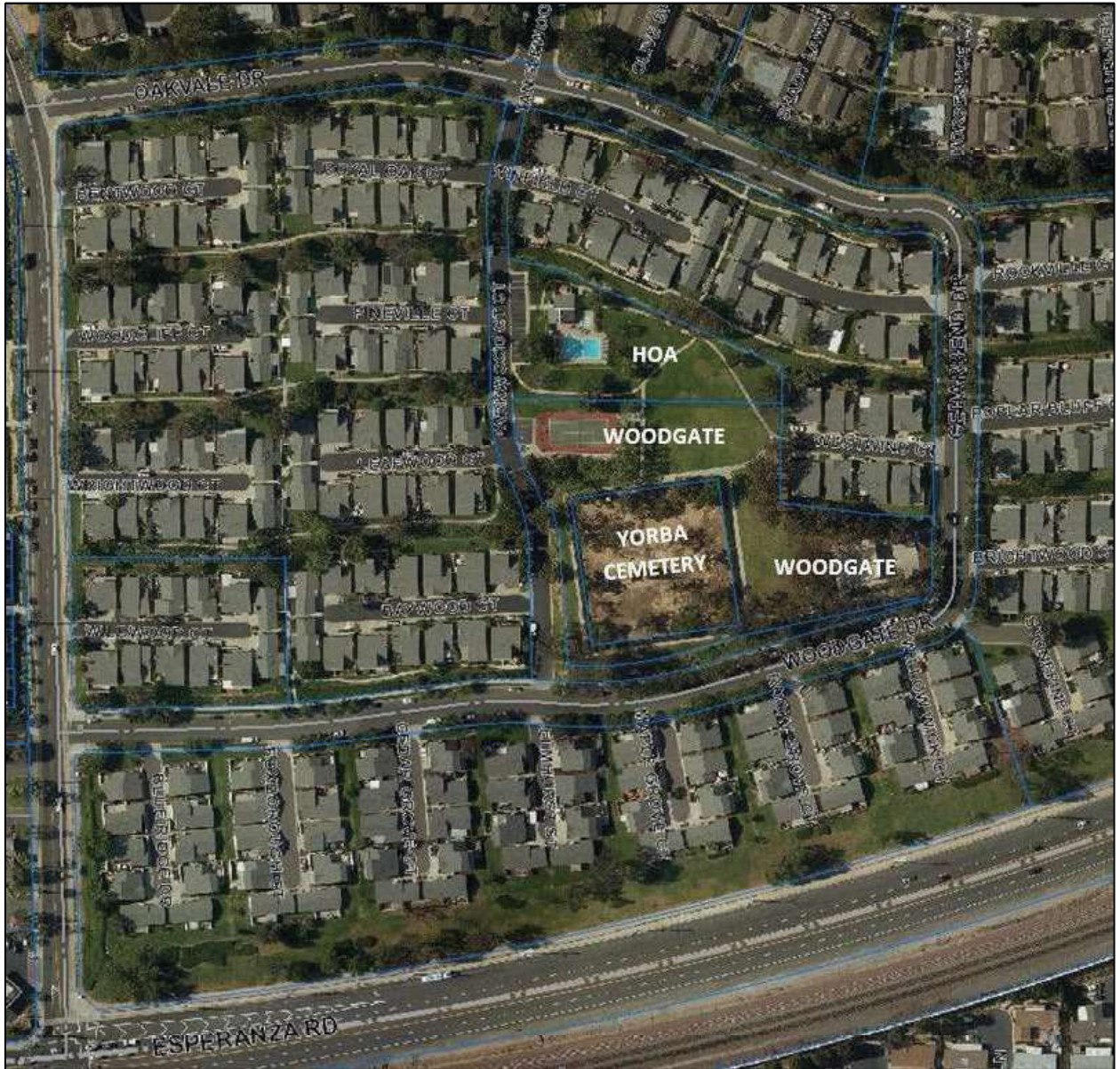
Notes:

Seaview Park is a multiuse area that combine turf and trail with other amenities in Laguna Niguel. It rests on the South East border of Aliso and Woods Wilderness Park.

Location	Activity	Total	Unit
Seaview Park/Trail	Irrigation Controllers	2	Each
Seaview Park/Trail	Trash and Debris Removal	3	Acres
Seaview Park/Trail	Turf Mow	1	Acres
Seaview Park/Trail	Mechanical Edging	1,040	Linear Feet
Seaview Park/Trail	Aerate Turf	1	Acres
Seaview Park/Trail	Trash Cans	9	Each
Seaview Park/Trail	Mechanical/Manual Weed Removal	1	Acre
Seaview Park/Trail	Drinking Fountains	1	Each
Seaview Park/Trail	Rest Areas	7	Each

D. FACILITY: Yorba Linda, CSA# 22 including Woodgate Park, Yorba Cemetery, La Palma Median

1. SERVICE AREA: Woodgate Park and the Yorba Cemetery are located off Parkwood Court and Woodgate Drive in the City of Yorba Linda, California. The La Palma Medians are located 7600 E. La Palma Ave. in Anaheim, California.
2. **YORBA LINDA CSA #22 - WOODGATE/YORBA CEMETERY LOCATION MAP**



NOTES: Woodgate Park surrounds the Yorba Cemetery, but does not include Homeowner Association Property located to the north of the tennis courts. Property boundaries shown blue on the above maps.

Location	Activity	Total	Unit
Woodgate Park	Turf Mow	1.6	Acres

Location	Activity	Total	Unit
Woodgate Park	Mechanical Edging	1,782	Linear Feet
Woodgate Park	Aerate Turf	1.6	Acres
Woodgate Park	Irrigation Controllers	1	Each
Woodgate Park	Trash Cans	6	Each
Woodgate Park	Trash and Debris Removal	4	Acres
Woodgate Park	Basketball Court	2	Each
Woodgate Park	Tennis Court	1	Each
Woodgate Park	Racket/Handball Court	2	Each
Woodgate Park	Mechanical/Manual Weed Removal	0.5	Acre
Woodgate Park	Drinking Fountains	1	Each
Yorba Cemetery	Trash and Debris Removal	0.5	Acres
Yorba Cemetery	Mechanical/Manual Weed Removal	0.1	Acre

1. YORBA LINDA CSA #22 - LA PALMA MEDIANS LOCATION MAP



NOTES: The La Palma Medians run adjacent to Yorba Regional Park between Fairmont Blvd. and Weir Canyon Road on La Palma Ave. in Anaheim, California.

Location	Activity	Total	Unit
La Palma Medians	Mechanical Edging	37,077	Linear Feet
La Palma Medians	Mechanical/Manual Weed Removal	18	Acre
La Palma Medians	Trash and Debris Removal	118	Acres

E. FACILITY: North Tustin Landscape District (NTLD) including:

- **Holderman Park**
- **Bent Tree Park**
- **Esplanade Trail/Tustin Branch Trail**
- **Crawford Canyon Parcel**

A. SERVICE AREA: The North Tustin Landscape District is located in incorporated Orange County in between the 55 Freeway and 261 Toll Road, south of Canyon View Ave. in Orange and north of Bryan Ave. in Tustin.

B. NTLD - HOLDERMAN PARK LOCATION MAP

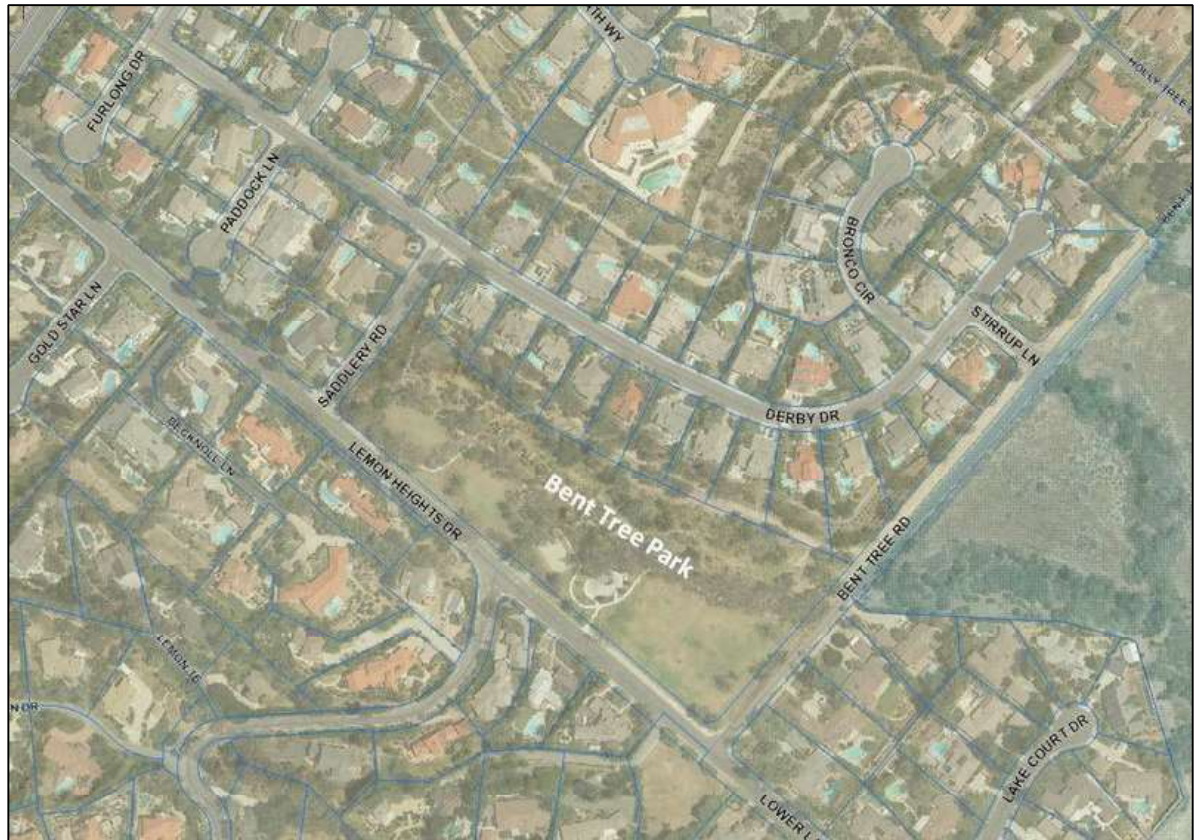


NOTES: Holderman Park is located at the south-west corner of Gershon Place and 17th Street.

Location	Activity	Total	Unit
Holderman Park	Trash Cans	1	Each
Holderman Park	Trash and Debris Removal	0.6	Acres
Holderman Park	Drinking Fountains	1	Each
Holderman Park	Turf Mow	0.6	Acres
Holderman Park	Mechanical Edging	500	Linear Feet
Holderman Park	Aerate Turf	0.6	Acres
Holderman Park	Irrigation Controllers	1	Each

Location	Activity	Total	Unit
Holderman Park	Mechanical/Manual Weed Removal	0.1	Acre
Holderman Park	Playgrounds/Tot Lots	1	Each

C. NTLD - BENT TREE PARK LOCATION MAP

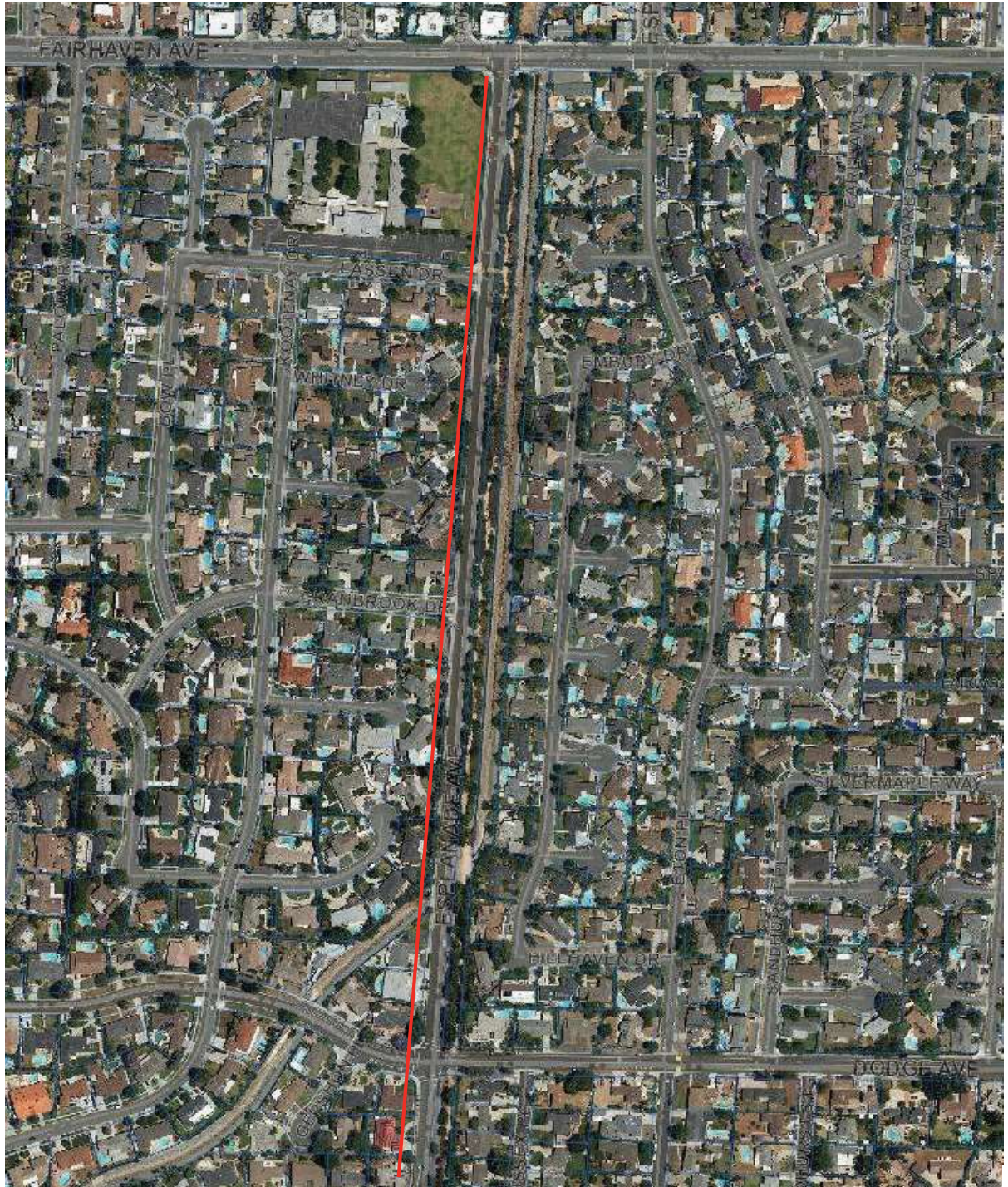


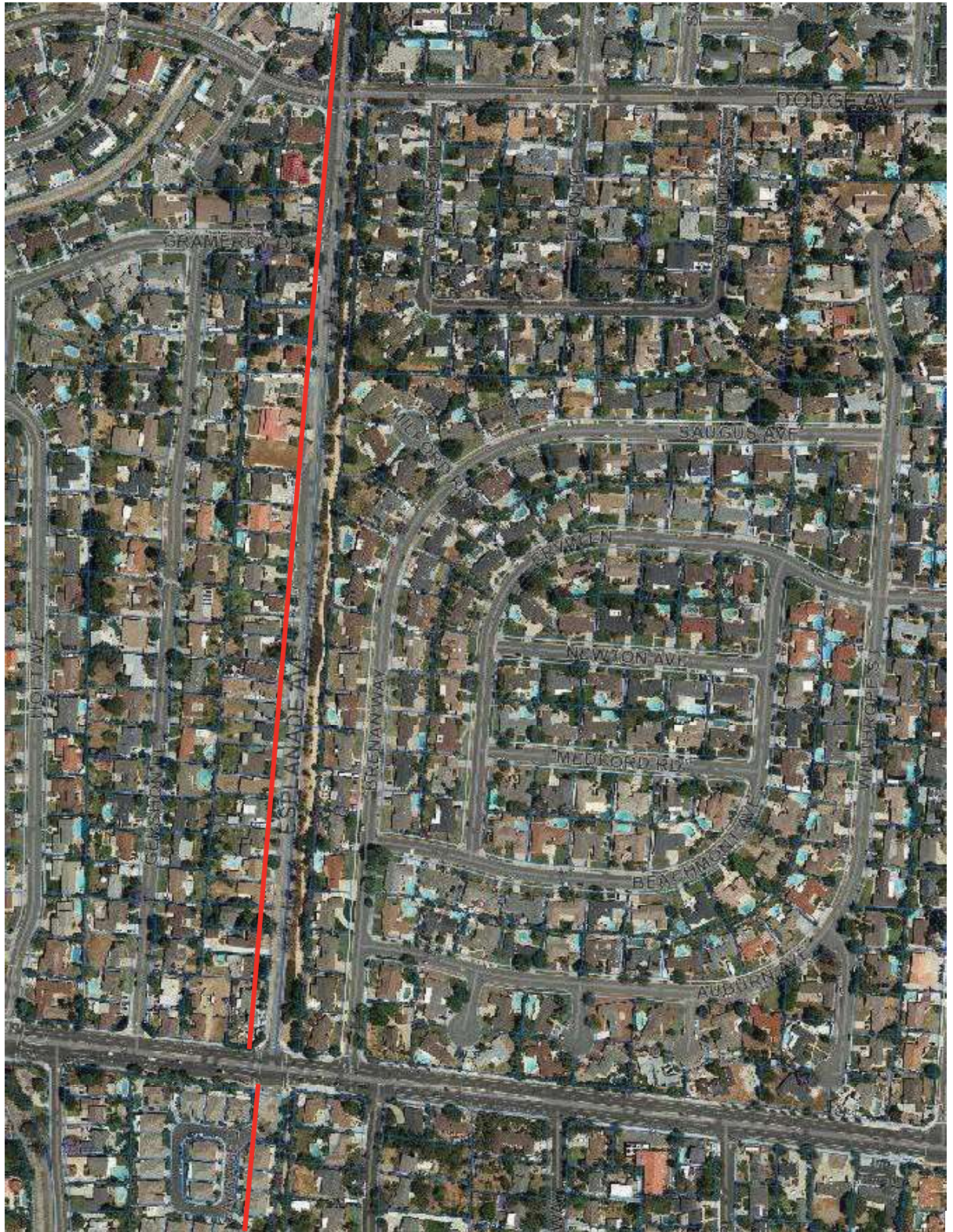
NOTES: Bent Tree Park is located on Lemon Heights Drive between Bent Tree Road and Saddle Creek Road in Cowan Heights.

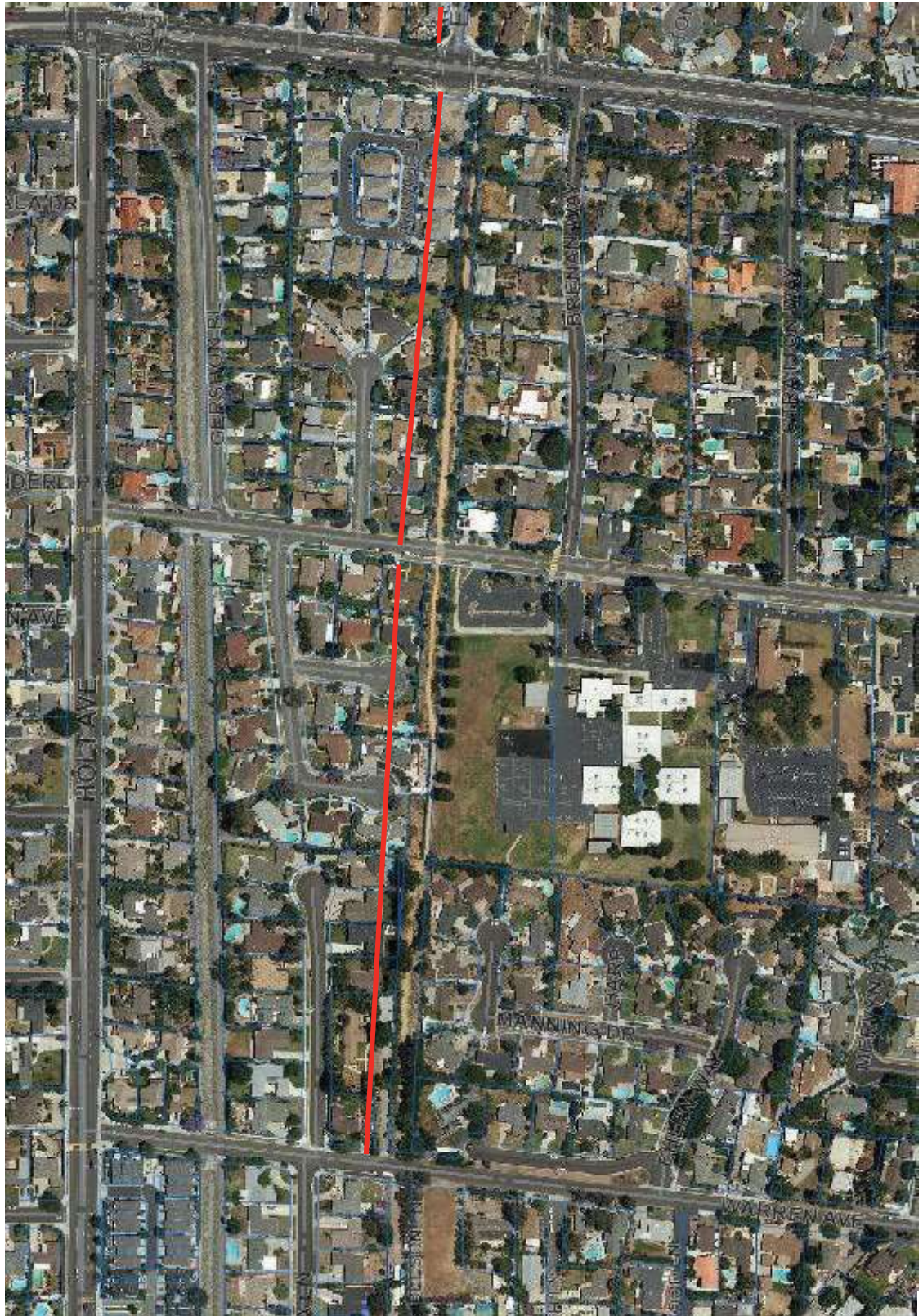
Location	Activity	Total	Unit
Bent Tree Park	Trash and Debris Removal	6	Acres
Bent Tree Park	Drinking Fountains	1	Each
Bent Tree Park	Turf Mow	4.1	Acres
Bent Tree Park	Mechanical Edging	2,500	Linear Feet
Bent Tree Park	Mechanical Edging	531	Linear Feet
Bent Tree Park	Aerate Turf	4.1	Acres
Bent Tree Park	Irrigation Controllers	1	Each
Bent Tree Park	Trash Cans	3	Each
Bent Tree Park	Mechanical/Manual Weed Removal	2	Acre
Bent Tree Park	Playgrounds/Tot Lots	1	Each

Location	Activity	Total	Unit
Bent Tree Park	Volleyball Court	1	Each
Bent Tree Park	Amphitheatre	1	Each

**D. NTLD – ESPLANADE TRAIL/TUSTIN BRANCH PARK LOCATION
MAP #1**







NOTES: The Esplanade Trail is located adjacent to Esplanade Road from Fairhaven Ave. in the north to 17th Street and continues South through a converted railway to Vanderlip and Warren.

Location	Activity	Total	Unit
Esplanade Trail	Irrigation Controllers	4	Each
Esplanade Trail	Trash Cans	10	Each
Esplanade Trail	Trash and Debris Removal	4.9	Acres
Esplanade Trail	Mechanical/Manual Weed Removal	0.2	Acres
Esplanade Trail	Drinking Fountains	1	Each

E. NTLD – CRAWFORD CANYON PARCEL MAP

The Crawford Canyon Parcel is located on the corner of Crawford Canyon and Newport Blvd. in unincorporated Orange County (North Tustin).



Location	Activity	Total	Unit
Crawford Canyon	Mechanical/Manual Weed Removal at area inspector's request.	3	Acres

F. FACILITY: TRASH CANS ONLY on OC Parks Regional Trails including:

- Salt Creek Trail
- Serrano Creek Trail
- Aliso Creek Bike Trail/Aliso & Woods Canyon Park
- Aliso Creek Trail
- Bell View Trail
- El Cajon Trail
- Coyote Creek Trail

1. SERVICE AREA: Multiple Regional Trails located throughout Orange County. Location (1) Salt Creek Trail in the City of Dana Point.



Salt Creek Trail – Thomas Bros. map page #971 F3



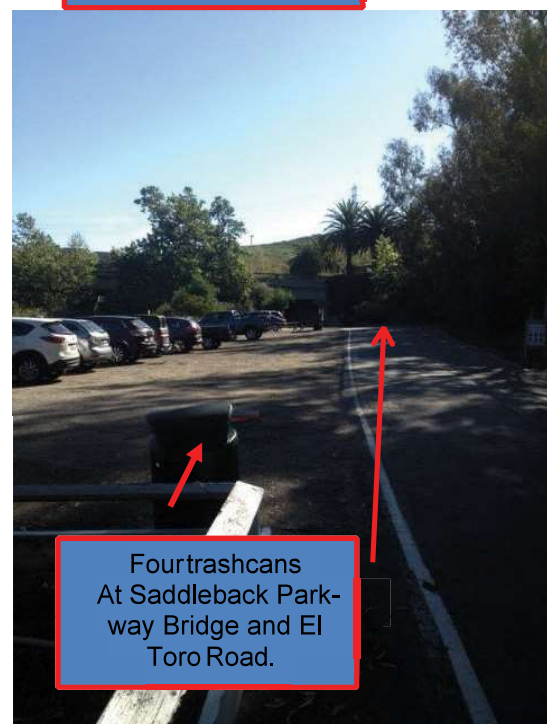
Location (2) Aliso Creek Bikeway and Trail in the City of Lake Forrest.



Aliso Creek Bikeway – Thomas Bros. map page #892 A4



Location (3) Aliso Creek Bikeway and Trail in the City of Lake Forrest.



Aliso Creek Trail & Bikeway – Thomas Bros. Map #862 D7

Location (4) Aliso Creek Bikeway and Trail in the City of Lake Forrest.



Serrano Creek Trail – Thomas Bros. map page #862 A7



Location (5) Bell View Trail in the City of Rancho Santa Margarita.



Bell View Trail – Thomas Bros. map page #893 D5 & D7





Location (6) -
Aliso Creek
Trail/Aliso
& Woods Canyon
Park

11 trash cans
from Moulton
Parkway to Park
Entrance

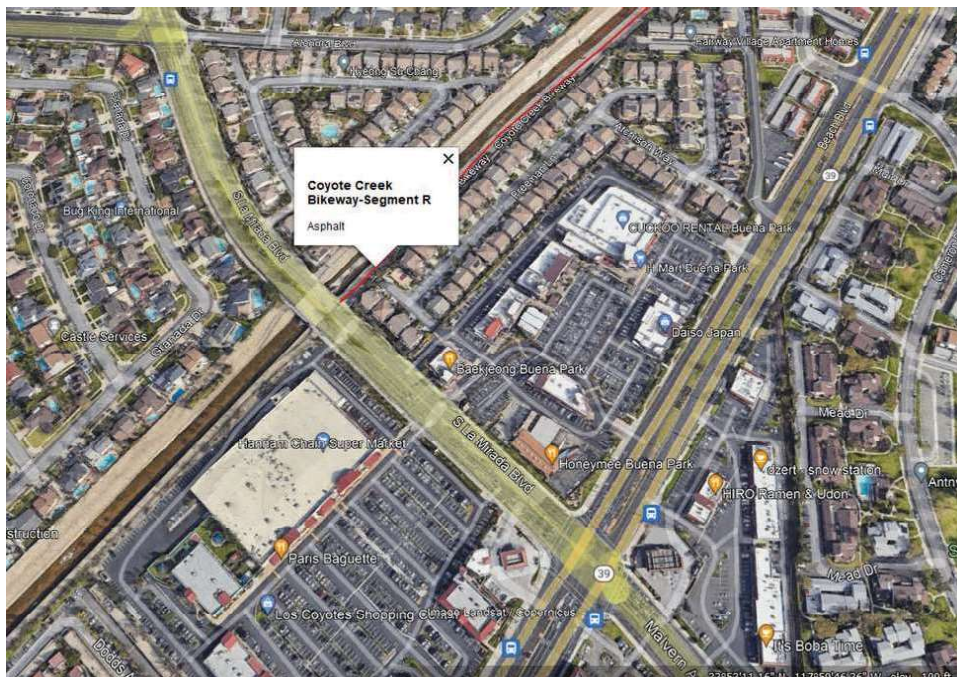
El Cajon Trail

El Cajon Trail is located in Anaheim, North of Orangethorpe/Esperanza Ave. And Fairlynn Blvd. There are two trash receptacles on the trail Westerly of Fairlynn Drive.



Coyote Creek Trail

Coyote Creek Trail is located at the Northern boundary of Orange County West of Beach Blvd and North of La Mirada/Malvern Ave. There is a single trash receptacle at the beginning of the trail off La Mirada/Malvern Blvd.



XXI. Suspension of Services /Termination in Part of Contract

In addition to the terms in Section “K” of this Contract (Termination), County reserves the right to, in its sole discretion, suspend or terminate without cause any services for any of the above-mentioned Trail, Parks and/or Open Space Locations by providing 30 days’ written notice. In the event of termination or suspension of services, Contractor’s monthly service fee shall be prorated as needed to cease as of the effective date of termination or suspension.

EXHIBIT 1
OC PARKS INTEGRATED PEST MANAGEMENT PLAN
(ATTACHED SEPARATELY)

EXHIBIT 2
NOTICE OF APPLICATION FORM
(ATTACHED SEPARATELY)

EXHIBIT 3
PESTICIDE APPLICATION SIGNAGE
(ATTACHED SEPARATELY)

EXHIBIT 4
NPDES INTEGRATED PEST MANAGEMENT GUIDELINES
(ATTACHED SEPARATELY)

EXHIBIT 5
OC PARKS PESTICIDE TRACKING APPLICATION
(ATTACHED SEPARATELY)

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.

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

PESTICIDE APPROVALS

OC Parks approval procedures:

Pest Control Recommendations

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

Pesticide Application Notices

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

PESTICIDE APPLICATIONS

OC Parks application procedures:

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

DEFINITIONS

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

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

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

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

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

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

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

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

FACILITY:_____ TREATMENT DATE(S): _____

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: ☐



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: _____



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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. Refer to Appendix D, Fertilizer and Pesticide Guidance for further details.
- Choose low water using flowers, trees, shrubs, and groundcover.
- Consider the selection of broadleaf evergreen trees to reduce leaf litter.
- Appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) to preserve the landscapes water efficiency.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Mowing, Trimming/Weeding, and Planting

Mowing,

☒ If feasible and practical, use mechanical methods of vegetation removal

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Trimming/Weeding

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.
- ✓ If feasible and practical, 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 system as needed.
- ✓ 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.

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OPTIONAL:

- Consider converting to an evapo-transpiration driven irrigation control system.

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 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 frequently.
- ✓ Refer to Appendix D, Fertilizer and Pesticide Guidance for further details.

OPTIONAL:

- Work fertilizers into the soil rather than dumping or broadcasting 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.

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Scheduling

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

Storage

- ☒ To minimize quantities of pesticides and fertilizers stored, only purchase what is needed for use in the near future.
- ✓ Implement storage requirements for pesticide products with guidance from the local fire department and County Agricultural Commissioner. Provide secondary containment for pesticides.

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 manually picking the material up.

5. Erosion Control

- ✓ 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.
- ✓ As medians are developed or re-developed, consider designing them so that they prevent runoff and erosion and promote better irrigation practices.
- ✓ Minimize the use of disking as a means of vegetation management because the practice may result in erodable barren soil.

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- ✓ 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, Unibe and Associates, Resources Planning Associates for Stormwater Quality Task Force. July 1993.

County of Orange. 2000. Public Facilities and Resources Department, Management Guidelines for the Use of Fertilizers and Pesticides. September.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: <http://drr.metrokc.gov/wlr/dss/spcm.htm>

Los Angeles County Stormwater Quality Model Programs. Public Agency Activities
http://ladpw.org/wmd/npdes/model_links.cfm

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.

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



Pesticide Tracking Application

Vendor Instructions



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.