

CONTRACT MA-012-24010168

FOR

**LANDSCAPE MAINTENANCE SERVICES FOR O'NEILL,
WHITING RANCH, SADDLEBACK GATEWAY, AND
HISTORICAL SITE PARKS**

BETWEEN

OC COMMUNITY RESOURCES, OC PARKS

AND

MISSION LANDSCAPE COMPANIES, INC.



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FOR
LANDSCAPE MAINTENANCE SERVICES FOR O'NEILL, WHITING RANCH,
SADDLEBACK GATEWAY, AND HISTORICAL SITE PARKS
WITH
MISSION LANDSCAPE COMPANIES, INC.**

THIS Contract MA-012-24010168 for Landscape Maintenance Services for O'Neill, Whiting Ranch, Saddleback Gateway, and Historical Site Parks , 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 Mission Landscape Companies, Inc., a California Stock Corporation, with a place of business at 16672 Millikan Ave., Irvine, CA 92606-5008, 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 (IPM) Plan
- Exhibit 2 - Pesticide Application Notice
- Exhibit 3 - Pesticide Application Sign
- Exhibit 4 - Pesticide Label Card/Tag
- Exhibit 5 - Vanishing Spray Indicator
- Exhibit 6 - CF Valves
- Exhibit 7 - Pesticide and Fertilizer Reporting
- Exhibit 8 - Daily Irrigation Inspection Form
- Exhibit 9 - Valve Exercising
- Exhibit 10 - National Pollution and Discharge Elimination (NPDES) Guidelines
- Exhibit 11 - OC Parks Location Maps

RECITALS

WHEREAS, County solicited Contract for Landscape Maintenance Services for O'Neill, Whiting Ranch, Saddleback Gateway, and Historical Site Parks as set forth herein, and Contractor responded and represented that it is qualified to provide Landscape Maintenance Services for O'Neill, Whiting Ranch, Saddleback Gateway, and Historical Site Parks to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Landscape Maintenance Services for O'Neill, Whiting Ranch, Saddleback Gateway, and Historical Site Parks 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 Services for O’Neill, Whiting Ranch, Saddleback Gateway, and Historical Site Parks with Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- A. “DPA” shall mean the Deputy Purchasing Agent assigned to this Contract.
- B. “Department” and “Agency” shall mean any County Department or Agency requesting Services of Contractor.
- C. “May” shall mean something that is not mandatory but permissible.
- D. “Service or Services” shall mean Contractor’s duties, tasks and responsibilities to fulfill the requirements of this Contract, which are more specifically identified in Scope of Services.
- E. “Shall” and “Must” shall mean a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.
- F. “Should” shall mean something that is recommended but not mandatory.

ARTICLES

I. General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no

permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports

from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
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.
- 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 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

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

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

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

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

be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

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

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

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

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

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered

by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Landscape Maintenance Services for O'Neill, Whiting Ranch, Saddleback Gateway, and Historical Site Parks 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 February 29, 2024 through February 28, 2027, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in Article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional two (2) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.
5. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of 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 Contactor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the

Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
9. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

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

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

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

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

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

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

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

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

15. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
16. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price

paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

17. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in **Article 26**, “Notices,” such matter shall be brought to the attention of the County DPA by way of the following process:
- a. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - b. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

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

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. Nothing in this section shall be construed as affecting County’s right to terminate Contract for cause or termination for convenience as stated in **Article K** herein.

18. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization’s policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company’s drug-free policy statement; and

- ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
- i. Contractor has made false certification, or
 - ii. Contractor violates the certification by failing to carry out the requirements as noted above.

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

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

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

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

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.
21. **Error and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports,

files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

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

23. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
24. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
25. **No Third-Party Beneficiaries:** Contract is an agreement by and between Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
26. **Notices:** Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no

greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Mission Landscape Companies, Inc.
Attn: Sharon Rocco
16672 Millikan Ave.
Irvine, CA 92606-5008
714-448-3775
srocco@missionlandscape.com

County: OC Community Resources, OC Parks
Attn: Melanie Goss
13042 Old Myford Rd.
Irvine, CA 92602
657-250-1183
melanie.goss@ocparks.com

OC Community Resources, OC Parks
Attn: Jason Acevez
30892 Trabuco Canyon Road
Trabuco Canyon, CA 92678
949-275-8064
jason.acevez@ocparks.com

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

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

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

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

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

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

through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.

37. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
29. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

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

30. **Labor Code Requirements**

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

30.1 **Wage Rates**

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

30.2 **Wage Rate Penalty**

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

30.3 **Work Hour Penalty**

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

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

30.4 **Registration of Contractors**

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of Contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of Contract.

30.5 **Labor Code Notice**

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

30.6 **Payroll Records**

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

The requirements of Labor Code Section 1776 provide in part:

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

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

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

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

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

Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

30.6 Apprentices

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

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

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

SIGNATURE PAGE

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

MISSION LANDSCAPE COMPANIES, INC.*

<small>DocuSigned by:</small>			
	David DuBois	President	11/21/2023
<small>D8FF4697F848409...</small>	<hr/>		
Signature	Name	Title	Date

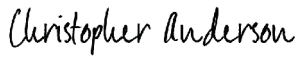
<small>DocuSigned by:</small>			
	Sumin wu	Chief Financial Officer	11/21/2023
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Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

<hr/>			
		Deputy Purchasing Agent	
<hr/>	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By:  _____
FD52599179CA41C...
 Deputy

Name: Christopher Anderson

Date: 11/21/2023

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A**SCOPE OF WORK****General Work Requirements****1. Service Expectations**

- A. The Contractor shall provide superior landscape maintenance services for all areas described in this contract including but not limited to all turfgrass, landscape plants, landscape planters, irrigation components, hardscape, and identified amenities.
- B. Contractor shall perform all work outlined in this Contract in a safe and efficient manner that meets all performance and schedule standards.
- C. Contractor's equipment and materials shall not be stocked or stored on OC Parks property unless authorized by the OC Park Representative. OC Parks will not be held responsible for Contractor's equipment. Contractor shall assume liability and responsibility of stored equipment.
- D. All work shall be completed with the least disturbance possible to park patrons, park staff, and regularly scheduled operations and events. Care shall be taken not to damage vehicles or other property during the execution of this Contract.
- E. Underground utilities may exist in all areas to be serviced under this Contract. Special care shall be exercised during cultivation and excavation activities.
- F. County reserves the right to, without cause at any time, require Contractor to suspend, delay, or reduce the performance of any of the following, including, but not limited to Routine Work, Extra Work or Non-Routine services. Contractor shall immediately suspend, delay, or reduce any of the services to the extent specified upon written notice by County. Contractor shall resume performance of any services as requested under this Contract back to established service levels upon written notice by County.
- G. Notwithstanding the Service Areas, Routine Work, Extra Work and Non-Routine services provided in Attachment B, upon the County's written notice of suspension of any particular service or service areas, Contractor shall only invoice the County for actual work performed and shall not include any suspended, delayed or reduced services pursuant to written notice by County pursuant to Section 1(F) above.

2. Performance on Schedule

- A. All work shall be completed in a sustainable manner to the specific performance schedule standards described herein.
- B. All work shall be completed on time following the designated schedules described herein.
- C. Minimum staffing levels shall be such to meet the need of achieving the performance standards set forth in this contract.
- D. Failure to meet the agreed upon Service Expectations for all tasks and requirements contained in this contract, including but not limited to, performance standards, minimum personnel requirements, and mandatory equipment requirements, shall incur a one-time warning and a subsequent automatic daily monetary penalty as described in Section "17. Deficient Performance Procedures"

3. Site Locations

Historical Operations Group: **Notwithstanding the Effective Date of February 29, 2024, services for the following locations under this Contract are to be performed commencing on May 24, 2024 (note that the County will not be obligated to pay for any services performed prior to the commencement date):**

- A. **Irvine Ranch Historic Park**, 13042 Old Myford Road, Irvine CA 92602
- B. **Arden Modjeska Historic House and Garden**, 29042 Modjeska Canyon Road, Silverado, CA 92676
- C. **Heritage Hill Historic Park**, 25151 Serrano Road, Lake Forest, CA 92630
- D. **George Key Ranch Historic Park**, 625 West Bastanchury Road, Placentia, CA 92870

Saddleback Operations Group: **Services for the following locations under this Contract are to be performed effective February 29, 2024:**

- E. **O'Neill Regional Park**, 30892 Trabuco Canyon Road, Trabuco Canyon, CA 92678
- F. **McFadden Ranch**, 19721 El Toro Road Lake Forest, CA 92679
- G. **Saddleback Gateway Park**, 7531 E. Santiago Canyon Road Silverado, CA 92676

4. Contract Communication

- A. OC Parks shall designate an OC Parks Representative to inspect the daily performance of the contract.
- B. Contractor shall provide one Contractor Representative that is dedicated full-time to this contract who can communicate effectively in written and oral English. Any order or communication given to the Contractor Representative shall be deemed as delivered to the Contractor. This shall be OC Parks' single point of contact for communication about contract performance, contract adherence, contract deficiencies, and scheduling.
- C. The Contractor Representative shall be available for cell phone, text and e-mail communication during normal work hours. The Contractor Representative shall have a cell phone capable of sending and receiving text messages and e-mails. Contractor shall have the ability to contact field crews within fifteen (15) minutes of notification by the OC Parks Representative during normal working hours.
- D. The Contractor Representative shall be competent in all aspects of landscape maintenance, irrigation maintenance, turfgrass maintenance, contract administration, and staff supervision. Contractor Representative shall be physically present daily at one or more of the park facilities covered in this contract during normal working hours as described in this contract.
- E. Contractor Representative shall meet monthly with each Park facility's OC Parks Representative to review the Contractor's schedules, performance, resolve deficiencies, and perform joint field inspections, as required. At the request of the OC Parks Representative, the owner or other senior Contractor representative(s) shall be available to attend these meetings.

- F. An appropriate backup Contractor Representative shall be dedicated fully to this contract when the regular Contractor Representative is away or unavailable.
- G. Failure to assign a dedicated Contract Representative shall incur penalties as listed in “General Requirements -17. Deficient Performance Procedures.”

5. Contractor Personnel

- A. Contractor shall designate one full-time on-site Foreman for all Park Facilities covered in this contract. The Foreman shall be required to communicate effectively in written and oral English. An appropriate back up Foreman shall provide coverage when the regularly assigned Foreman is unavailable.
- B. Failure to assign a dedicated on-site Foreman shall incur penalties as listed in “General Requirements -17. Deficient Performance Procedures.”
- C. All Contractor personnel shall wear company uniform shirts with the company name printed on them. All uniforms shall be kept clean and professional looking.
- D. All personnel shall be in good health and free of any contagious diseases. Contractor shall not allow any personnel under the influence of alcohol or drugs on any County property.
- E. Phones shall not be used by Contractor or its employees at any time while operating equipment or motorized vehicle in performance of the work under this Contract except for emergencies.
- F. Any employee who fails to work or act in an acceptable manner, as solely determined by the OC Parks Representative, shall be removed immediately and replaced no later than the next working day with a qualified replacement.

6. Contractor Vehicles

- A. All Contractor vehicles used for work under this contract within any OC Parks Facility shall be identified with the Contractor's name and logo affixed to both the driver side, passenger side and rear of the vehicle and shall display a sign easily visible by the Park Staff and the general public indicating that Contractor is “Under Contract with Orange County Parks”.
- B. All vehicles working on roadways, parking lots, bicycle and pedestrian paths shall have an operating flashing yellow light beacon to alert passersby of maintenance activities.
- C. Irrigation vehicles shall also display a sign that indicates "Sprinkler Maintenance in Progress" while this work is being performed.
- D. All vehicles operating in OC Parks Facilities shall possess valid vehicle licensing, registration and proof of insurance coverage, consistent with requirements by the California Department of Motor Vehicle inside every vehicle whenever said vehicle is on OC Parks property.

7. Contractor Equipment

- A. Contractor’s equipment shall be kept in good repair and conform to all state and local laws. Any equipment that leaks lubricants, coolant, or other substances on County hardscape shall be removed from service, soiled area reported and cleaned to the satisfaction of OC Parks.
- B. All equipment shall be subject to inspection, any equipment that is found to in need of repair, is out of compliance with standards set forth in this contract, is unsafe, or that produces poor quality of work shall be removed from service immediately at OC Parks Representative’s request.

- C. Contractor shall have available at the start of the contract all necessary equipment. This shall be subject to inspection and approval by an OC Parks Representative. Non-compliance shall be remedied by following the protocol listed in “General Requirements - 17. Deficient Performance Procedures.”

8. Urgent Response

- A. The Contractor shall maintain an office or maintenance yard within fifty (50) miles of Irvine Ranch Historic Park 13042 Old Myford Road Irvine with a telephone answering system such that twenty-four (24) hours per day, seven (7) days per week, emergency notification is possible.
- B. All notifications or attempted notifications shall be responded to within two (2) hours. All response times outside of two (2) hours shall be remedied by following the protocol listed in “General Requirements -17. Deficient Performance Procedures.”

9. Property Damage/Vandalism

- A. Contractor shall immediately report all conditions and occurrences of vandalism or property damage to the OC Parks Representative.
- B. Contractor shall be responsible for the labor to repair damaged landscaping caused by outside vandalism, vehicle accidents or other means with material costs to be reimbursed by OC Parks. The Contractor shall submit invoicing to establish material costs.
- C. All damage incurred by the Contractor's operations shall be repaired or replaced in kind and size at the Contractor's expense in a reasonable time frame as determined by the OC Parks Representative.
- D. Irrigation repairs shall be completed within twenty-four (24) hours using approved materials.
- E. Non-irrigation repairs shall be completed within seven (7) working days and shall be repaired using only pre-approved materials.
- F. Contractor shall be responsible for all repair-related maintenance such as, but not limited to, watering and fertilizing of replaced plant materials until accepted by the OC Parks Representative.

10. Inclement Weather

- A. Contractor shall adjust their work force by providing materials, labor and all items necessary in order to accomplish those activities that are not affected by weather during the periods when inclement weather hinders normal operations five (5) days per week Monday-Friday.
- B. Contractor shall not remove their work force from the job site without prior authorization from the OC Parks Representative.
- C. During inclement weather, Contractor shall check and clean all hardscape drains, catch basins, and v-ditches at OC Parks Representatives discretion.
- D. Contractor shall remove branches and debris not requiring specialized equipment resulting from inclement weather and wind events immediately.
- E. Contractor shall stake, re-stake, and/or re-tie trees as needed.
- F. Contractor shall remove all standing/pooling water from all playgrounds, parking lots and exercise equipment areas within 24 hours of rain ceasing.

11. Site Access

- A. OC Parks shall provide appropriate park access during contract services.

- B. OC Parks shall issue necessary keys for access to work areas. Contractor shall assume full responsibility for the theft or loss of said keys and pay for re-keying all locks operated by these keys, in the event of theft or loss of said keys by Contractor. Keys shall not be duplicated, and contractor shall maintain an employee key issuance log for each worksite. Contractor shall immediately report the loss of any key to the OC Parks Representative.
- C. At no time shall the Contractor enter areas of the Park Facility not specifically included in this Contract. This includes, but is not limited to, County buildings, storage yards and storage containers. Contractor shall be held responsible for full replacement of any and all damages or losses which are directly or indirectly caused by the actions of its employees.

12. Work Schedule

- A. Workdays shall be five (5) days per week, Monday-Friday
- B. Work will commence no earlier than 7:00 AM and end no later than 3:30 pm. Exact working hours shall be determined by the appropriate OC Park Representative at each facility. These hours are subject to change based on previously scheduled programs and special events. Performance on schedule requirements of this contract shall be adhered to at all times regardless of working hours.
- C. On all County holidays the following sites are closed:
 - i. Irvine Ranch Historic Park, George Key Ranch, Heritage Hill Historic Park, Arden Modjeska , Saddleback Gateway Park, McFadden Ranch.
- D. On all holidays occurring Monday - Friday the following sites are open.
 - i. O'Neill Regional Park
- E. Contractor shall provide adequate staffing resources to fulfill all requirements of section "Facility Maintenance Requirements – Routine" including special attention paid to trash and debris pick up the day before the holiday, the day of the holiday, and the day(s) after the holiday.
- F. In addition, for the major park events and holidays list of: New Year's Day, Persian New Year, Easter, Mother's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, Contractor shall not perform any additional routine work requirements listed in sections: "Turfgrass Maintenance Requirements-Routine", "Irrigation System Maintenance Requirements – Routine", and Landscape Maintenance Requirements-Routine" on the major holidays, listed above or as directed by OC Parks Representative.
- G. Historical Parks (Irvine Ranch HP, Heritage Hill HP, George Key Ranch House, Arden Modjeska House and Garden) are closed on the following County Holidays (New Years Day, Martin Luther King Jr. Birthday, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans' Day, Thanksgiving, Day After Thanksgiving, and Christmas Day.
- H. The Contractor Representative shall submit a monthly schedule for each Park Facility to the appropriate OC Parks Representative, indicating the major items of work to be completed and further delineate the time frames for accomplishment by day of the week and by morning and afternoon. The monthly schedule shall be shared with the appropriate OC Parks Representative.

- I. The initial monthly schedule shall be submitted on or by the effective date of Contract execution. Thereafter it shall be submitted monthly on a day mutually agreed upon by Contractor Representative and OC Parks Representative.
- J. Changes to the schedule shall be received by OC Parks Representative at least twelve (12) hours prior to the scheduled time for the work.
- K. Failure of Contractor to notify the OC Parks Representative of a change and/or failure to perform a work task on schedule shall initiate penalties as listed in Section 17. Deficient Performance Procedures.

13. Work Crew:

- A. A dedicated work crew for all the tasks listed in the scope of work shall be appointed exclusively to: O'Neill Park, Whiting Ranch McFadden Ranch House and Saddleback Gateway to meet performance on schedule standards of this scope of work. Dedicated work crew shall be onsite 8 hours per day, Monday- Friday. A dedicated work crew for all the tasks listed in the scope of work shall be appointed exclusively to: Irvine Ranch Historic Park, Heritage Hill Historic Park, Arden Modjeska House and Garden, and George Key Ranch Historic Park, to meet performance on schedule standards of this scope of work. Dedicated work crew shall be onsite 8 hours per day, Monday- Friday.

14. Pesticide Use Procedures

- A. Throughout the duration of the contract, Contractor shall always comply with the OC Parks IPM Plan and any specific direction given by OC Parks Representative and/or OC Parks IPM Coordinator. See Exhibit 1.
- B. Contractor shall have in possession, during the term of the contract, a valid Pest Control Business License, a Qualified Applicators License (QAL), and be registered to perform weed control in the County of Orange with the Agricultural Commissioner's Office. Possession of an Agricultural Pest Control Advisers (PCA) License is also highly desirable. Contractor personnel applying pesticides shall complete handler training annually pursuant to California Code of Regulations 6724. Structural pest control treatments shall only be completed by a registered structural pest control company with appropriately trained applicators as defined by the Structural Pest Control Board. Copies of the required licensing shall be made available to the County upon commencement of the contract.
- C. Contractor shall provide an official PCA recommendation for each pesticide to be used for each use scenario per calendar year. CONTRACTOR shall follow all directives in the PCA recommendation, pesticide label(s), safety data sheets, and all other applicable laws and regulations. In addition to the mandatory PCA recommendation, each unique pesticide used within this contract will be reviewed by the OC Parks IPM Representative prior to approval.
- D. A Pesticide Application Notice form to apply pesticides shall be provided to the applicable OC Parks Facility and OC Parks IPM Coordinator 48 hours in advance of each scheduled application. The pesticide application notice form is provided in Exhibit 2.
- E. 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.
- F. 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 12.

- G.** 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.
- H.** Off target chemical spray drift and chemical spray drips and leaks shall not be tolerated. Spray equipment shall always be in good working order.
- I.** Contractor shall maintain a pesticide identification card located on the backpack sprayer that displays the product brand name, active ingredient, EPA registration #, and signal word. See Exhibit 4 for an example.

15. Environmental Requirements

A. Noise Control

- i.** The Contractor shall comply with all State, County and local noise control regulations and ordinances, whichever is most strict. Contractor shall make every effort to keep unnecessary noise pollution at a minimum.

B. Air Pollution

- i.** All equipment used in performance of this contract shall meet the current regulations set forth by the Environmental Protection Agency (EPA), California Air and Resource Board (CARB) and South Coast Air Quality Management District (SCAQMD), whichever is most strict.
- ii.** All gas and diesel equipment shall be EPA Tier 4 compliant if applicable and shall be updated accordingly if and when new regulations are imposed.
- iii.** During blowing operations, Contractor shall always maintain a minimum distance of fifty (50) feet from all other persons to avoid the risk of eye or inhalation injury. Blowing operations shall be stopped immediately if approached by a person(s).

C. Water Conservation

- i.** The use of water shall be minimized when an alternative method can be identified to complete the task appropriately, particularly during cleanup operations.
- ii.** Contractor shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements. See Exhibit 12.
- iii.** Contractor shall comply with all State, County, or Water District drought-imposed restrictions.

16. Sustainable Landscape Maintenance Requirements

A. Battery Operated Landscape Equipment

- i.** Contractor shall be required to use commercial grade battery powered backpack leaf blowers for all areas that a gas-powered unit would normally be appropriate.
- ii.** Any other battery-operated commercial grade landscape equipment that the Contractor can use in lieu of a gas-powered equipment is encouraged but not required at this time.
- iii.** Contractor shall provide the necessary equipment and quantities at each park facility in order to meet the performance on schedule specifications of this contract at all times.

- iv. Battery charging will not be permitted at OC Parks facilities by Contractor. Failure to meet the battery-operated landscape equipment requirements shall be remedied by following the protocol listed in “General Requirements - 17. Deficient Performance Procedures.”

B. Waste Disposal

- i. 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.
- ii. All landfill trash may be disposed of onsite at OC Parks provided dumpsters if approved by OC Parks Representative, and subject to availability. If onsite dumpsters are full, or unavailable outside of normal park maintenance staff operating hours, trash shall be disposed of offsite each day by Contractor following all State and County laws and regulations. Contractor shall not pile trash or debris above the dumpster “fill line”, or on the ground near the dumpster. Excess trash or debris shall be hauled offsite and properly disposed of.

C. Spraying Equipment

- i. 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. See Exhibit 6 for a product example.
- ii. Contractor shall always provide the necessary equipment and quantities to meet the performance on schedule specifications of this contract.

D. Mowers

- i. All mowers shall be recycling/mulching models that cut and return grass clippings to the turfgrass in a fashion that reduces clumping and piling of grass clippings.
- ii. Mowers blades shall always be kept sharp to ensure a clean cut.
- iii. Contractor shall prove that all mowers comply with these requirements. Equipment shall be made available for inspection by OC Parks Representative at his/her request to ensure compliance. Non-compliance will be remedied following Section 17. Deficient Performance Procedures.

17. Reporting Requirements

A. Pesticide Use

- i. Contractor shall report to OC Parks the pesticide and fertilizer type(s), quantities used, and other pertinent application details in the OC Parks Pesticide and Fertilizer Tracking Application. <http://trax.ocparks.com/>. Pesticide use data shall be entered for each work order/task completed. All pesticide applications for a given month shall be entered in the OC Park Pesticide and Fertilizer Tracking Application no later than the 10th day of the following month. For example: all June applications are due no later than July 10. OC Park Pesticide and Fertilizer Tracking Application user guide is provided in Exhibit 7.

B. Green Waste Recycling

- i. Contractor shall report to the IPM Coordinator (or designee) annually on July 1 the amount of green waste removed and recycled at a certified green waste recycler.

C. Green Waste Reuse in Park Facilities

- i. Contractor shall report to the IPM Coordinator (or designee) annually on July 1 the total amount of processed green waste including but not limited to mulch that was applied per Park Facility.

18. Deficient Performance Procedures

- A. The OC Parks Representative for each Park facility shall regularly inspect for contract performance on schedule to ensure alignment with Contract specifications.
- B. Penalties shall not be assessed for deficient contract performance on schedule that have been deemed unavoidable due to circumstances beyond the control of Contractor such as but not limited to extreme weather, civil unrest, vandalism, theft, etc. The determination as to whether deficient contract performance is beyond the control of the contractor shall be at the sole discretion of OC Parks Representative.
- C. Warning and penalty protocol i.-iv. shall be for all tasks and requirements within this Contract except Mowing and Edging.
 - i. If performance on schedule standards are not met, OC Parks Representative shall issue one (1) warning notification to the Contractor Representative both verbally and in writing describing each infraction(s) that needs correcting at the park facility in question. Contractor Representative shall have twenty-four (24) hours from time of warning notification to correct the infraction(s) to the satisfaction of the OC Parks Representative.
 - ii. Failure to resolve the infraction(s) within twenty-four (24) hours after the one (1) warning notification shall result in a five-hundred-dollar (\$500.00) penalty per day, per infraction, withheld from the following month's payment to Contractor.
 - iii. After the initial one (1) warning notification per park facility, no additional warning notifications will be given for the entirety of the contract for that park facility.
 - iv. All subsequent contract performance deficiencies will be brought to the attention of the Contractor Representative both verbally and in writing, and a five-hundred-dollar (\$500.00) penalty per day, per infraction, will be withheld from the following month's payment. The penalties will stop accruing on the day the deficiency is corrected to the satisfaction of OC Parks Representative.
- D. Warning and penalty protocol for i.-iv. shall be for Mowing and Edging scheduling deficiencies only.
 - i. If the regularly scheduled mowing and edging operations are delayed or overextended, OC Parks Representative shall issue one (1) warning notification both verbally and in writing describing the Mowing and Edging schedule failure that needs correcting at the park facility in question. Contractor Representative shall have 24 hours from time of notification to correct the scheduling delay and/or overextension to the satisfaction of the OC Parks Representative. It will be at the discretion of the OC Parks Representative whether the Mowing and Edging task can be made up in the same week or postponed until the next regularly scheduled date.
 - ii. Failure to resolve the mowing and edging schedule delays and/or overextensions within twenty-four (24) hours after the one (1) warning notification will result in

an automatic one-thousand-dollar (\$1,000.00) penalty per day, up to two days maximum per week. The penalties shall be assessed and withheld from the following month's payment to Contractor. It shall be left solely to the discretion of the OC Parks Representative if the mowing and edging can be made up or postponed to the next regularly scheduled mowing and edging date.

- iii. After the one (1) warning notification per park facility, no additional warning notifications will be given for the entirety of the contract for that park facility.
 - iv. All subsequent mowing and edging schedule delays and/or overextensions shall be brought to the attention of the Contractor Representative both verbally and in writing, and an automatic one-thousand-dollar (\$1,000.00) penalty per day, up to two days maximum per week will be withheld from the following month's payment to Contractor. It shall be left solely to the discretion of the OC Parks Representative if the mowing and edging can be made up or postponed to the next regularly scheduled mowing and edging date.
- E. Continued failure of Contractor to meet performance on schedule expectations for any and all tasks, requirements, mowing and edging, etc, as described in the contract shall give OC Parks the right to deliver the services by other means for said deficiencies and back charge the incumbent Contractor for the incurred costs of having the work completed.

Turfgrass Maintenance Requirements-Routine

1. Equipment Requirements

- A. Contractor shall have the necessary equipment to meet all the performance on schedule specifications of the contract.
- B. All equipment shall be in good working order with all manufacturers installed safety devices in place. Contractor shall utilize all equipment described below when appropriate throughout the entirety of this contract. Inferior equipment or substitutions shall not be allowed. This list is the minimum requirements and does not constitute a complete list that may be required to complete the performance on schedule requirements of this contract. Quantities are not specified but shall be sufficient to meet all performance on schedule expectations of this contract. Failure to meet "Equipment Requirements" shall be remedied by following the protocol listed in "17. Deficient Performance Procedures."
 - i. 42" or greater zero turn rotary mowers (recycling/mulching), walk behind mowers (recycling/mulching), 42" or greater drum style aerator, walk behind aerators, aeration core pulverizer or equivalent device (to break up aeration cores), tractors with power take off and hydraulic capabilities equipped with turf tires, 42" or greater verti-cutters, walk behind verti-cutters, , string trimmers, hedge trimmers, walk behind edgers, battery operated leaf blowers, pressure washers, utility carts with turf tires, stake bed truck(s) (for busy weekend trash pickups and green waste hauling).

2. Mowing

- A. Contractor shall mow all turfgrass within each park facility starting no earlier than 7am.
 - i. Mowing and Edging schedule shall be Tuesday-Thursday as required by OC Parks Representative. No exceptions to the Mowing and Edging schedule shall be made unless approved by OC Parks Representative.

1. O'Neill Regional Park - Wednesdays
 2. Irvine Ranch Historic Park - Tuesdays
 3. Whiting Ranch McFadden House - Thursdays
 4. Saddleback Gateway – 3 times per year
- B. April 1 to October 31 mowing will take place weekly at three (3) inches. Exact height of cut may be adjusted as needed by each Park Facility's OC Parks Representative.
 - C. November 1st to March 31st mowing will take place biweekly at two (2) inches. Exact height of cut may be adjusted as needed by each Park Facility's OC Parks Representative.
 - D. All mowers shall always be adjusted to the proper height of cut with properly sharpened recycling blades to ensure a quality cut.
 - E. Clippings shall be recycled back into the turfgrass and not collected.
 - F. Large clumping of grass will be dispersed on the same day the mowing is completed.
 - G. All trash and debris shall be picked up prior to mowing.
 - H. Large obstructions to mowing including picnic tables, trash cans, etc. shall only be moved by hand, not mowing equipment.
 - I. All walkways, trails, parking lots, roadways, and all other miscellaneous hardscape areas shall be cleaned of all debris generated from mowing before the day is completed.
 - J. Mowing missed due to inclement weather shall be rescheduled and completed within two (2) days of improved weather conditions. OC Parks Representative will have final authority in determining when turfgrass is accessible for mowing operations.
 - K. Mow crew personnel shall always remain courteous and accommodating to Park Patrons and OC Parks staff in the vicinity of active mowing operations.
 - L. Care shall be taken not to damage property during edging operations including but not limited to trees, posts, signs picnic tables, etc.
 - M. Mowing equipment must be cleaned prior to each use to prevent spread of invasive or non-desirable species.
 - N. Whiting Ranch McFadden House – Mow by walk-behind mowers – no riding mower
 - O. Saddleback Gateway – Three (3) times per year. mow and trim open field, upper meadow and Oak Woodland Trail – exact dates will be directed by OC Parks Representative

3. Edging

- A. Contractor shall edge and trim turfgrass growth around all hardscape features, valve boxes, drains, posts, fencing, picnic tables, BBQs, drinking fountains, gazebos, shelters, fishing dock pilings, and other permanent structures located in the turfgrass.
- B. Edging schedule shall always coincide with mowing schedule unless otherwise directed by OC Parks Representative.
- C. April 1 to October 31 edging shall take place weekly.
- D. November 1 to March 31 edging shall take place biweekly.
- E. Care shall be taken not to damage property during edging operations including but not limited to trees, posts, signs, picnic tables, fencing, etc.
- F. Any damage to OC Parks or OC Parks patron property shall be replaced, repaired, or reimbursed in like kind at the discretion of OC Parks Representative. This shall be completed in a reasonable timeframe as determined by OC Park Representative.
- G. O'Neill Park – Weed Abatement - Mechanical removal of weeds in campsites, and open spaces in the campground and day-use areas. Weekly (February through July).

4. Aeration

- A. All turf areas shall be aerated one (1) time per year with the appropriate aeration equipment as described in the Equipment Requirements section.
- B. Contractor shall be responsible for locating and marking irrigation and all other components in turfgrass prior to aerating.
- C. 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.
 - i. Work shall only be allowed Monday-Friday.
 - ii. 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.
 - iii. 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.
 - iv. Contractor shall aerate turfgrass in one (1) direction and ensure complete coverage and proper depth is achieved at all times.
 - v. 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.
 - vi. Irrigation schedules shall resume after aeration cores have been properly pulverized and reincorporated back into the grass.
 - vii. O'Neill Park and Whiting Ranch McFadden House – Once per year between February to March
- D. 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.

5. De-Thatching (height of cut reduction)

- A. 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.
- B. 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.
 - i. Work shall only be allowed Monday-Friday
 - ii. 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.
 - iii. 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.

- iv. Irrigation schedules shall resume after de-thatching operations have been completed and grass clippings have been properly reincorporated back into the grass.
- v. All mowers shall always be equipped with properly sharpened recycling blades to ensure a proper cut.
- vi. O'Neill Park and Whiting Ranch McFadden House – Once per year September 1 to September 30

6. Sodding/Seeding

- A. 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.
 - i. 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.
 - ii. Replacement seed shall be 100% Kikuyu grass, 100% improved Tall Fescue blend, or a fifty/fifty (50/50) blend of the two (2) based on OC Park Representative's discretion.

Irrigation System Maintenance Requirements - Routine

1. Overview

- A. 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.
- B. This includes making the necessary irrigation repairs resulting from outside vandalism, theft, vehicle damage, maintenance repairs, system fatigue, erosion, natural disasters, and damaged caused by animals (e.g., gophers, etc.)
- C. Contractor shall abide by all current State, County, or Water District drought-imposed restrictions and landscape watering guidelines.

2. Irrigation Watering Windows

- A. Controller scheduled Irrigation cycles shall start at 9:00pm and end no later than 6:00am the following day
- B. Manual Irrigation shall start no earlier than 7:00am and end no later than 4:00pm

3. Irrigation Personnel

- A. Contractor shall provide Certified Irrigation technician personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustment and repair at the start of the contract. Contractor shall have 90 days if needed to provide documentation that all Irrigation personnel staffed for this contract have one of the following credentials: 1) Certified Landscape Technician - Irrigation Certificate from the California Landscape Contractors Association, 2) Certified Irrigation Technician and/or Auditor certificate from the Irrigation Association, 3) Qualified Water Efficient Landscaper certificate (QWEL) or 4) proof of completion of a College level landscape irrigation maintenance course with

passing grade. Documentation shall be submitted to OC Parks no later than 90 days after Contract commencement.

- B. Irrigation specialists shall be able to effectively communicate both verbally and in written English.
 - C. Irrigation technician personnel shall have their work vehicles stocked with all routine replacement parts including but not limited to all components to rebuild valves, complete valves assemblies, pipe, fittings, risers, swing joints, spray heads, spray rotors, spray/rotor nozzles, bubblers, drip tubing, drip emitters, etc. All replacement parts will be equal to or better in quality than the original equipment manufacturer. OC Parks Representative reserves the right to refuse any replacement part or product due to inferior quality or non-compliance with OC Parks irrigation standards.
 - D. A dedicated Irrigation technician shall be exclusively available Monday – Friday for 8 hours to meet all performance on schedule requirements for O’Neill Regional Park, McFadden Ranch House, and Saddleback Gateway Park. Working hours shall be coordinated with the appropriate OC Park Representative.
 - E. A dedicated Irrigation technician shall be exclusively available Monday – Friday for 8 hours to meet all performance on schedule requirements for Irvine Ranch Historic Park, Heritage Hill Historic Park, Arden Modjeska House and Garden, and George Key Ranch Historic Park. Working hours shall be coordinated with the appropriate OC Park Representative.
- 4. Irrigation System Complete Visual Inspection – Daily - Monday-Friday**
- A. Contractor shall conduct daily visual inspections of each park facility’s irrigation infrastructure in its entirety to identify signs of disrepair, damage, leaks, excessive runoff, poor coverage, overwatered areas, underwatered areas, watering window compliance, and any other situation that is not conducive to a healthy growing environment for plant material, water conservation, and public safety.
- 5. Irrigation Individual Zone Audit – Weekly – Monday-Friday**
- A. Irrigation technicians assigned to each park facility shall inspect either with a remote or via the controller each irrigation station/zone/valve to confirm proper performance and application of water while in operation. Inspections shall follow the example written irrigation inspection form provided in Exhibit 8. These forms will be shared at the end of each month electronically or in hard copy form at the discretion of the OC Parks Representative
 - i. Each individual irrigation station/zone/valve shall be inspected one (1) time every two (2) weeks and findings recorded on the appropriate irrigation inspection form.
 - ii. Each station/zone/valve shall be run for a sufficient amount of time to allow for thorough inspection of all components to ensure proper distribution uniformity with no overspray and all parts are in good working order.
 - iii. Problems that shall be documented on the irrigation inspection form and corrected at the time of discovery shall include but are not limited to: valve turning on/off within 15 seconds of signal transmission, leaking valves, broken valve boxes, leaking quick couplers, broken sprinkler heads, broken nozzles, sprinkler heads above or below grade, unlevel sprinkler heads, fogging, inadequate pressure, improper head to head coverage, sprinkler heads out of adjustment, mismatched

precipitation rates of heads, broken swing joints, broken lateral pipe or drip tubing, clogged drip emitters, low head drainage, and run times that need correction due to seasonal changes or excessively wet or dry site conditions.

6. Irrigation Schedule Adjustments - Weekly – Monday-Friday

- A. Irrigation schedules shall be reviewed at minimum one (1) time per week and adjusted as necessary to reflect seasonal changes in evapotranspiration rates.
- B. At no point shall Irrigation schedules be permitted to commence/run during rain events. Contractor shall always be responsible for this.
- C. The Irrigation technician shall also take into consideration when determining scheduled run times, such as, but not limited to, forecasted weather, day length, root depth, soil type, and slope. The Irrigation technician shall adjust the run times to best reflect the plant's needs.
- D. Standard scheduling practice shall be to schedule irrigation run times to 80% of current reference evapotranspiration rates
- E. Typically run time schedules should not exceed 100% of current reference evapotranspiration rates unless approved by OC Parks Representative or a distribution uniformity or similar problem necessitates the adjustment.
- F. Reference evapotranspiration rates for the Irvine weather station can be located at <https://cimis.water.ca.gov/Stations.aspx>
- G. Maximum allowable deletion of water (MAD) shall be set at fifty (50%). For example: For plant material with a 6" root zone, the soil will be allowed to dry to the point of the root zone having 3" or 50% of soil moisture available, at which point irrigation will commence during the appropriate watering windows to replenish the entire 6" root zone back to 100% field capacity.

7. Irrigation Gate Valve Exercising-Annual

- A. Irrigation Gate Valve exercising shall take place one (1) time per year between December 1 and February 1.
 - i. With available mapping and assistance from OC Parks Representative, contractor shall identify and locate all gate valves, butterfly valves, and ball valves associated with the pressurized main lines feeding the Irrigation Valves.
 - ii. As necessary, clean out all dirt and debris within each valve box.
 - iii. As necessary, clear plant material and other debris away from valve box lid.
 - iv. Irrigation Gate valve exercising shall be performed following AWWA standards. See example in Exhibit 9.
 - v. On an approved inspection worksheet, note the location, condition of the box/lid, valve operability, and any other relevant observations
 - vi. Any problems identified in the performance of the valve, box/lid, etc. shall be noted and at the request of OC Park Representative, a cost to repair shall be generated and supplied as an Extra Work bid item.
 - vii. Backflow and associated devices shall not be exercised.

8. Irrigation Critical Component Inspection – Annual

- A. Contractor, in coordination with OC Parks Representative, shall visually inspect each park facilities critical irrigation components one (1) time per year between December 1 and February 1.

- i. Each critical irrigation component shall be visually inspected one (1) time per year.
- ii. Critical Irrigation Components include, but are not limited to, master valves, flow sensors, basket strainers, pressure relief valves, pumps, gate valves, and pressure regulators.
- iii. Contractor shall document all critical components inspected with general comments on condition and service recommendations to keep components functioning properly to manufacturers standards.
- iv. The findings and service recommendations recorded on the irrigation inspection form shall be submitted electronically (email) to the appropriate OC Parks Representative
- v. Any problems identified shall be noted and at the request of OC Parks Representative, a cost to repair shall be generated and supplied as an Extra Work bid item.
- vi. Backflow and associated devices shall not be inspected.

9. Irrigation Non-Routine Repair

- A. The following Irrigation infrastructure repairs shall be considered non-routine work. Estimates for repair shall be supplied per the specifications in the Extra Work Section.
 - i. All components 3” and larger including but not limited to: valves, gate valves, pressure regulators, basket strainers, flow sensors, pressure relief valves, master valves, pipe, fittings, repair couplings, etc.
 - ii. Controller hardware, controller enclosures, and all controller components excluding valve wiring and fuses.
 - iii. Pumps, Motors, and Fertigation equipment any size.

Facility Maintenance Requirements – Routine

1. General Amenity Care

- A. Five (5) days per week - Contractor shall patrol and visually inspect all park facilities five (5) days per week, Monday – Friday, including holidays.
- B. Contractor shall supply the appropriate staff members to complete the following general cleaning tasks before 11:00am. Inability to complete tasks on schedule shall initiate penalties as listed in Section “17. Deficient Performance Procedures.”
 - i. Remove all loose litter, debris, and animal feces throughout entire facility including but not limited to debris located within turfgrass, landscape planters, parking lots, roadways, stairs, trails, trail heads, firepits, hillsides, walkways, asphalt walkways, campgrounds, accessible creek beds in developed areas, etc.
 - ii. All walkways, asphalt walkways, bikeways, roadways, stairs, trails, trail heads, patios, and parking lots shall be cleaned of all foreign debris by sweeping or blowing as needed. Avoid washing walkways unless directed by OC Parks representative.
 - 1. Tow behind blowers may be used in lieu of battery backpack blowers in parking lots and roadways if deemed necessary by OC Parks representee and the use of such equipment is done in a responsible manner that does not disrupt park use in any way.
 - iii. Inspect all trash receptacle bag liners and remove and replace all that are one-half (1/2) full or greater in all trash receptacles in the entire facility. Remove and replace all trash bag liners at any level that contain waste products producing an offensive

- odor or attracting pests such-as; animal feces, spoiled food, etc. Contractor shall provide durable 2.0 mil. plastic liners for all trash cans at Contractor's expense.
- iv. Contractor shall ensure all lids are securely placed back on trash container after servicing.
 - v. Contractor shall dispose of all waste offsite when onsite disposal is unavailable due to full dumpsters or closed maintenance yards when operating outside of normal Park Staff operating hours.

Trash Inspection/Pickup Year-Round Schedule– Monday - Friday 1X before 11am. Pickup time subject to change based on specific facility needs.

1. O'Neill Regional Park Day Use areas- Monday –Friday including County holidays
2. O'Neill Regional Park Campground areas- Monday – Friday including County holidays between 12pm-2pm.
3. McFadden Ranch – Monday – Friday excluding County holidays
4. Saddleback Gateway Park - Monday – Friday excluding County holidays
5. Irvine Ranch Historic Park Monday – Friday excluding County holidays
6. Heritage Hill Historic Park Monday – Friday excluding County holidays
7. George Key Ranch Historic Park – as needed Monday – Friday excluding County holidays
8. Arden Modjeska Historic House and Garden – as needed Monday – Friday excluding County holidays

The trash inspection/pickup schedule described above is the minimum number of trash inspections/pickups required Monday-Friday per facility. Trash receptacles shall never be allowed to overflow and go unattended for any unreasonable length of time during regularly scheduled working hours. Contractor shall always provide appropriate staffing levels for this service in consultation with OC Parks Representative. Performance on Schedule failures shall be remedied by following the protocol listed in “General Requirements - 17. Deficient Performance Procedures.”

- xii. Inspect and restock all doggy bag dispensers to a minimum of three packets of bags Monday - Friday. Visual inspections of dispenser bag levels shall be checked during trash inspection/pick-up times and replenished if empty. Replacement bags shall be original manufacturers stock or approved by OC Parks Representative.
- xiii. Visually inspect and clean all group areas, shelters, gazebos, picnic tables, and benches:
 1. Cleaning shall consist of cleaning all surfaces with a blower or broom, rake up all debris within and around the amenity, removing all debris attached to amenities such as but not limited to: paper, staples, nails, tape, streamers, balloons, etc., scrub off all food stains and any other debris stuck to surfaces with an approved non-toxic cleaner, remove minor graffiti, rake level all DG, natural soil, and sand surfaces, back fill and level any gopher/squirrel or miscellaneous holes in vicinity.

- C. Two (2) days per week by 11:00AM** - Contractor shall inspect and clean the following park amenities two (2) days per week on Monday and Friday and shall be completed by 11:00AM. All damaged amenities shall be reported to OC Parks Representative. Cleaning days is subject to change based on OC Park Representative's discretion.
- i. Drinking Fountain and Sink inspection/cleaning
 - 1. Inspect for proper operation and adjust water flow if necessary
 - 2. Unclog surface drain as needed
 - 3. Clean and disinfect surfaces with approved non-toxic cleaner
 - ii. BBQ Grill and Firepit inspection/cleaning
 - 1. Inspect for safe and proper operation
 - 2. Remove all ashes, coals and debris inside and around perimeter of firepit – ensure all tinder/combustible material is cold before removing
 - 3. Remove minor graffiti
 - 4. Properly dispose of debris offsite
- D. One (1) day per week** – Contractor shall inspect and clean/clear the following park amenities one (1) day per week on Monday, and complete by 11:00AM. All damaged amenities shall be reported to OC Park Representative. Cleaning day is subject to change based on OC Park Representative's discretion.
- i. Concrete under and directly surrounding shelters, gazebos, shade structures, benches, picnic tables, playgrounds, and any other areas with visual staining shall be cleaned with a pressure washer and an approved non-toxic cleaner. Squeegee water off concrete pads and dry all picnic tables, benches, countertops, sinks etc.
 - ii. All concrete V ditches and gutters shall be inspected, and as needed cleaned of all vegetation, debris, and soil to ensure unrestricted flow.
 - iii. All other drainage infrastructure including but not limited to surface drains, and associated grates shall be inspected, and as needed cleaned of all vegetation, debris, and soil to ensure unrestricted flow. Missing or damaged grates shall be reported to OC Parks Representative.

2. Play Surfaces

- A. Five (5) days per week** – Contractor shall complete the following tasks five (5) days per week Monday - Friday before 11:00am:
- i. All play surfaces including but not limited to playgrounds, exercise equipment, volleyball courts, basketball courts, etc. shall be cleaned of foreign debris by sweeping, blowing, raking or by any other appropriate method deemed necessary with approval by OC Parks Representative.
 - ii. Sand and wood fiber play surfaces including but not limited to playgrounds, volleyball courts, and horseshoe pits shall be raked level.
 - iii. Horse Corral cleaning – inside corral and 5 feet around
- B. One (1) day per month** – Contractor shall complete the following tasks one (1) time per month, during the first week of each month.
- i. All playgrounds, exercise equipment, and all other play equipment shall be cleaned with a pressure washer:

1. All standing water shall be removed before the task is considered complete.
 2. Any damage caused from pressure washing shall be repaired at Contractor's expense and to the satisfaction of a Certified Playground Safety Inspector.
- ii. All sand and wood fiber play surfaces shall be rototilled to a maximum depth to relive compaction before base material is intermixed with sand or wood fiber.
1. Sand and wood fiber shall be raked level after rototilling.
 2. Any damage caused by rototilling activities shall be repaired at Contractor's expense and to the satisfaction of a Certified Playground Safety Inspector.

Landscape Maintenance Requirements – Routine

1. Landscape Plants and Planters

- A. "Landscape planter" shall mean all areas within the park's permanent irrigation system footprint that are not turfgrass and hardscapes. This also includes tree wells. All landscape planters shall be inspected daily for compliance to the following standards:
- i. Broadleaf and grassy weeds shall be completely removed (including roots) from all landscape planter areas, through manual cultivation. Weeds shall be removed when first visible. String trimmers or similar equipment shall NOT be utilized to remove weeds.
 - ii. All plants shall be pruned as needed year-round to maintain a healthy and natural appearance in the landscape except where formal hedges exist. At no time shall plants that are not explicitly hedges be trimmed into a hedge form without prior approval from OC Parks Representative.
 - iii. Landscape plant pruning shall be performed as necessary year-round to maintain safe egress and visibility for pedestrians, cyclists, vehicles etc. Plant growth shall be restricted behind roadways, sidewalks, bikeways, parking lots, signage etc.
 - iv. Plant pruning shall be performed to maintain a minimum one (1) foot buffer around all buildings included but not limited to restrooms, meeting rooms, office space, maintenance yards, etc.
 - v. Low hanging branches on trees and shrubs shall be raised to maintain an eight (8) foot height clearance over all sidewalks, bikeways, and trails.
 - vi. All seasonal flowers and dead foliage shall be removed promptly following species specific regular growth patterns
 - vii. All ornamental landscape grasses shall be cut down to six (6) inches annually. Work shall be completed between March 1 and March 31.
 - viii. Any additional special pruning requirements will be performed at the discretion of OC Parks Representative.
 - ix. Contractor shall remove and replace all dead, diseased and dying landscape plants where the cause of decline is proven to be negligence by the Contractor. Plants shall be replaced with like kind and size at the discretion of OC Parks Representative. Replacement plant material cost and labor will be the sole responsibility of Contractor.

1. Contractor shall backfill any vacant landscape plant holes to existing grade with imported soil of similar type to eliminate trip hazards.
- x. All landscaped plants shall be fertilized one (1) time per year in the Fall with an approved fertilizer provided by OC Parks representative.
 1. All areas shall be free of moisture at the time of fertilizing, then be thoroughly watered in immediately after application.
 2. Fertilizer shall be applied under the foliage and near the base of all landscape plants. Broadcasting of fertilizer in empty spaces and planters is prohibited.
2. **Weed abatement at the large animal temporary refuge area (Saddleback Gateway Park)**
 - A. Weed abatement and general cleaning services at this location shall take place four (4) times per year on a quarterly basis.
 - i. Remove weeds and rake sand within the corral area.
 - ii. Remove weeds and trim shrubs along blacktop roadway, gravel parking lot, Santiago Canyon Road fence line.
 - iii. Rake all debris from under shrubs and trees.
 - iv. Organic weed spray within gravel parking lot
 - v. Trim back brush so the two (2) entry gates have unobstructed access.
 - vi. Clear, clean, and haul out leaves and debris in the storm drain area.
 - vii. Trim back brush growing through the entire length of the chain link fencing.
3. **Weed Abatement at (O'Neill Regional Park)**
 - A. Weed abatement shall take place weekly year-round.
 - i. Contractor shall add additional staffing when required to meet the demand of seasonal weed growth.
4. **Weed Abatement at (Arden-Modjeska Offsite Properties)**
 - A. Weed abatement shall take place seasonally at nearby properties near the park.
 - i. Contractor shall add additional staffing when required to meet the demand of seasonal weed growth.

Mechanical removal of weeds in campsites and open spaces in the campground and day-use areas.

5. Mulch

- A. 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.
 - i. All mulch material must be obtained from County Greeneries(OC Waste and Recycling landfill locations), subject to availability. If necessary, material is not available, Contractor may then procure material from another source other than the County Greenery.
 - ii. 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.
 - iii. Contractor must keep a record of all mulch material used including quantity in tons, date procured, place used, where the material was procured, and the type of material.

6. Weed Control with Herbicides

- A.** Synthetic pesticides shall not be used in any areas accessible to the public. All sites managed within this contract shall be considered areas accessible to the public. Contractor shall make the appropriate arrangements for weed control without the use of synthetic herbicides.
- B.** Organic herbicides for weed control shall be allowed on a restricted basis. Organic herbicide applications shall be limited only to tree wells and gravel parking lots where mechanical controls are not feasible. This is to avoid damage to the trees or nearby infrastructure from mechanical weed control methods.
- C.** Contractor shall make the appropriate arrangements to control the remaining balance of weeds in the landscape with mechanical control methods.
- D.** A spray dye additive shall not be used during weed spraying applications. An exemption to this rule may be requested by the Contractor if there is an essential need for a spray dye. Use of a temporary dye such as the one listed in Exhibit 5 shall be used if a request for spray dye use is granted by OC Parks IPM Coordinator.

5. Plant Health Care

- i.** Contractor shall observe and report any pest or disease infestations on landscape plants to OC Parks Representative.
- ii.** Contractor shall present official Pest Control Advisor recommendations to OC Parks Representative on Plant Health Care measures that can be taken to remedy the pest or disease infestation on the affected landscape plant(s).
- iii.** All Plant Health Care inputs requiring additional materials such as but not limited to fertilizers, pesticides, beneficial insects, soil amendments, etc. shall be considered Extra work as detailed in the Extra work section.

ATTACHMENT B**PAYMENT AND COMPENSATION**

- I. Compensation:** This is a firm-fixed fee Contract between County and Contractor for Landscape Maintenance Services for O'Neill, Whiting Ranch, Saddleback Gateway, and Historical Site Parks 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. Extra Work/Non-Routine

All Extra Work labor and equipment costs shall be bid for the tasks below. Material costs shall be quoted separately at the time of an Extra Work request with official quotes from the appropriate supplier. Final receipts shall be submitted for reimbursement of material purchases.

Line Item	Task Description	Task Required Inputs	Cost per area	Cost per qty	Total
1.	Turfgrass Maintenance -Mowing and Mechanical Edging	Labor, Equipment	Cost per acre	N/A	\$300.00
2.	Turfgrass Maintenance -Aerate	Labor, Equipment	Cost per acre	N/A	\$250.00
3.	Turfgrass Maintenance -Verti-cutting	Labor, Equipment, Disposal	Cost per acre	N/A	\$450.00
4.	Turfgrass Maintenance -Fertilize 11b N/1000ft ²	Labor, Equipment, (no material)	Cost per acre	N/A	\$500.00
5.	Landscape Maintenance -Mulch	Labor, Equipment, Material	N/A	Cost per Cubic Yard	\$55.00
6.	Turfgrass Health Care treatment	Labor, Equipment, Material	Cost per acre	N/A	\$750.00

Line Item	Task Description	Task Required Inputs	Cost per area	Cost per qty	Total
7.	Plant Health Care treatment	Labor, Equipment, Material	N/A	Qty varies	N/A
8.	Supplemental Post emergent organic weed spraying	Labor, Equipment, Material	Cost per acre	N/A	\$3,640.00
9.	Non-Routine Irrigation System Repairs and Renovation: for maintenance and renovation activities not listed in the "Irrigation System Maintenance Requirements – Routine"	Labor	N/A	Cost per hour	\$60.00
10.	General labor i.e.: trash pickup, general cleaning, mechanical weeding, plant and tree planting, storm cleanup, etc.	Labor	N/A	Cost per hour	\$55.00

B. Routine Work – O'Neill Regional Park

Line Item	Description	Frequency	One-time Cost	Annual Cost
1.	Turfgrass Maintenance -Mowing and Mechanical Edging -	Weekly April-October	\$1,958.00	\$13,706.00
2.	Turfgrass Maintenance -Mowing and Mechanical Edging	Biweekly November-March	\$1,958.00	\$9,790.00
3.	Turfgrass Maintenance - Aerate	Once per year Fall	\$200.00	\$200.00
4.	Turfgrass Maintenance - De-thatch (not verti-cutting)	Once per year Spring	\$200.00	\$200.00
5.	Irrigation Maintenance -System Visual Inspection	Daily	\$285.00	\$14,820.00
6.	Irrigation Maintenance -Individual Zone Audit	Weekly	\$285.00	\$14,820.00
7.	Irrigation Maintenance -Schedule Adjustments	Weekly	\$285.00	\$14,820.00
8.	Irrigation Maintenance -Critical Component Inspection	Once per year	\$50.00	\$50.00
9.	Irrigation Maintenance -Gate Valve Exercising	Once per year	\$50.00	\$50.00
10.	Facility Maintenance-General Amenity Care	Daily M-F before 11am	\$850.00	\$10,200.00

Line Item	Description	Frequency	One-time Cost	Annual Cost
11.	Facility Maintenance-General Amenity Care -Clean drinking fountain and sinks -Clean BBQ grills and firepits	Monday and Friday before 11am	\$340.00	\$4,080.00
12.	Facility Maintenance-General Amenity Care	Monday	\$170.00	\$2,040.00
13.	Facility Maintenance -Play Surface	Daily M-F before 11am	\$850.00	\$10,200.00
14.	Facility Maintenance -Play Surface	One day per month	\$39.00	\$468.00
15.	Landscape Maintenance -Landscape Plant/Planter Care	Daily	\$2,250.00	\$27,000.00
16.	Landscape Maintenance -Organic weed spraying	As needed	\$500.00	\$6,000.00
17.	Landscape Maintenance -Mulch	See SOW	\$500.00	\$6,000.00
18.	Landscape Maintenance "Weed Abatement" - Mechanical removal of weeds in campsites and open spaces in the campground and day-use areas. Weekly (February through July).	Weekly	\$1,000.00	\$6,000.00

C. Routine Work – McFadden Ranch House

Line Item	Description	Frequency	One-time Cost	Annual Cost
1.	Turfgrass Maintenance -Mowing and Mechanical Edging	Weekly April-October	\$650.00	\$4,550.00
2.	Turfgrass Maintenance -Mowing and Mechanical Edging	Biweekly November-March	\$325.00	\$1,625.00
3.	Turfgrass Maintenance - Aerate	Once per year	\$200.00	\$200.00
4.	Turfgrass Maintenance - De-thatch (not verti-cutting)	Once per year	\$200.00	\$200.00
5.	Irrigation Maintenance -System Visual Inspection	Weekly	\$50.00	\$2,600.00
6.	Irrigation Maintenance -Individual Zone Audit	Weekly	\$50.00	\$2,600.00
7.	Irrigation Maintenance -Schedule Adjustments	Weekly	\$50.00	\$2,600.00

Line Item	Description	Frequency	One-time Cost	Annual Cost
8.	Irrigation Maintenance -Critical Component Inspection	Once per year	\$50.00	\$50.00
9.	Irrigation Maintenance -Gate Valve Exercising	Once per year	\$50.00	\$50.00
10.	Facility Maintenance-General Amenity Care	Daily M-F before 11am	\$200.00	\$2,400.00
11.	Facility Maintenance-General Amenity Care	Monday	\$46.00	\$552.00
12.	Landscape Maintenance -Landscape Plant/Planter Care	Weekly	\$600.00	\$7,200.00
13.	Landscape Maintenance -Organic weed spraying	As needed	\$100.00	\$1,200.00
14.	Landscape Maintenance -Mulch	See SOW	\$50.00	\$600.00

D. Routine Work – Saddleback Gateway Park

Line Item	Description	Frequency	One-time Cost	Annual Cost
1.	Turfgrass Maintenance -Mowing and Mechanical Edging - open field, upper meadow and oak woodland trail	Three times per year	\$769.00	\$2,307.00
2.	Irrigation Maintenance -System Visual Inspection	Weekly	\$50.00	\$2,600.00
3.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$50.00	\$2,600.00
4.	Irrigation Maintenance -Schedule Adjustments	Weekly	\$50.00	\$2,600.00
5.	Irrigation Maintenance -Critical Component Inspection	Once per year	\$25.00	\$25.00
6.	Irrigation Maintenance -Gate Valve Exercising	Once per year	\$25.00	\$25.00
7.	Facility Maintenance-General Amenity Care	Daily M-F before 11am	\$785.00	\$9,420.00
8.	Facility Maintenance-General Amenity Care -Clean drinking fountain and sinks	Monday and Friday before 11am	\$312.00	\$3,744.00

Line Item	Description	Frequency	One-time Cost	Annual Cost
9.	Facility Maintenance-General Amenity Care	Monday	\$156.00	\$1,872.00
11.	Landscape Maintenance -Landscape Plant/Planter Care	Weekly	\$1,256.00	\$15,072.00
12.	Landscape Maintenance -Organic weed spraying	As needed	\$100.00	\$1,200.00
13.	Landscape Maintenance -Mulch	See SOW	\$50.00	\$600.00
14.	Landscape Maintenance -Large Animal Refuge Area	Four times per year (Quarterly)	\$250.00	\$1,000.00

E. Routine Work – Irvine Ranch Historic Park

Line Item	Description	Frequency	One-time Cost	Annual Cost
1.	Turfgrass Maintenance -Mowing and Mechanical Edging	Weekly April-October	\$1,958.00	\$13,706.00
2.	Turfgrass Maintenance -Mowing and Mechanical Edging	Biweekly November- March	\$1,196.00	\$5,980.00
3.	Turfgrass Maintenance - Aerate	Once per year Fall	\$200.00	\$200.00
4.	Turfgrass Maintenance - De-thatch (not verti-cutting)	Once per year Spring	\$200.00	\$200.00
5.	Irrigation Maintenance -System Visual Inspection	Weekly	\$187.00	\$9,724.00
6.	Irrigation Maintenance -Individual Zone Audit	Weekly	\$187.00	\$9,724.00
7.	Irrigation Maintenance -Schedule Adjustments	Weekly	\$187.00	\$9,724.00
8.	Irrigation Maintenance -Critical Component Inspection	Once per year	\$100.00	\$100.00
9.	Irrigation Maintenance -Gate Valve Exercising	Once per year	\$100.00	\$100.00
10.	Facility Maintenance-General Amenity Care	Daily M-F before 11am	\$799.00	\$9,588.00
11.	Facility Maintenance-General Amenity Care -Clean drinking fountains and sinks -Clean BBQ grills and firepits	Monday and Friday before 11am	\$799.00	\$9,588.00

Line Item	Description	Frequency	One-time Cost	Annual Cost
12.	Facility Maintenance-General Amenity Care	Monday	\$159.00	\$1,908.00
13.	Facility Maintenance -Play Surfaces - Horseshoe pits raked level.	Daily M-F before 11am	\$799.00	\$9,588.00
14.	Landscape Maintenance -Landscape Plant/Planter Care	Daily	\$2,557.00	\$30,684.00
15.	Landscape Maintenance -Organic weed spraying	As needed	\$300.00	\$3,600.00
16.	Landscape Maintenance -Mulch	See SOW	\$200.00	\$2,400.00

F. Routine Work – Arden Modjeska Historical Park

Line Item	Description	Frequency	One-time Cost	Annual Cost
1.	Irrigation Maintenance -System Visual Inspection	Weekly	\$105.00	\$5,460.00
2.	Irrigation Maintenance -Individual Zone Audit	Weekly	\$105.00	\$5,460.00
3.	Irrigation Maintenance -Schedule Adjustments	Weekly	\$105.00	\$5,460.00
4.	Irrigation Maintenance -Critical Component Inspection	Once per year	\$50.00	\$50.00
5.	Irrigation Maintenance -Gate Valve Exercising	Once per year	\$50.00	\$50.00
6.	Facility Maintenance-General Amenity Care	Daily M-F before 11am	\$1,191.00	\$14,292.00
7.	Facility Maintenance-General Amenity Care -Clean drinking fountains and sinks	Monday and Friday before 11am	\$504.00	\$6,048.00
8.	Facility Maintenance-General Amenity Care	Monday	\$238.00	\$2,856.00
9.	Landscape Maintenance -Landscape Plant/Planter Care	Daily	\$1,934.00	\$23,208.00
10.	Landscape Maintenance -Organic weed spraying	As needed	\$100.00	\$1,200.00
11.	Landscape Maintenance -Mulch	See SOW	\$50.00	\$600.00

Line Item	Description	Frequency	One-time Cost	Annual Cost
12.	Landscape Maintenance "Weed Abatement" - Mechanical removal of weeds in campsites and open spaces in the campground and day-use areas. Weekly (February through July).	Seasonally	\$200.00	\$1,200.00

G. Routine Work – Heritage Hill Historic Park

Line Item	Description	Frequency	One-time Cost	Annual Cost
1.	Irrigation Maintenance -System Visual Inspection	Weekly	\$285.00	\$14,820.00
2.	Irrigation Maintenance -Individual Zone Audit	Weekly	\$285.00	\$14,820.00
3.	Irrigation Maintenance -Schedule Adjustments	Weekly	\$285.00	\$14,820.00
4.	Irrigation Maintenance -Critical Component Inspection	Once per year	\$50.00	\$50.00
5.	Irrigation Maintenance -Gate Valve Exercising	Once per year	\$50.00	\$50.00
6.	Facility Maintenance-General Amenity Care	Daily M-F before 11am	\$3,741.00	\$44,892.00
7.	Facility Maintenance-General Amenity Care -Clean drinking fountains and sinks	Monday and Friday before 11am	\$1,583.00	\$18,996.00
8.	Facility Maintenance-General Amenity Care	Monday	\$748.00	\$8,976.00
9.	Landscape Maintenance -Landscape Plant/Planter Care	Daily	\$6,072.00	\$72,864.00
10.	Landscape Maintenance -Organic weed spraying	As needed	\$200.00	\$2,400.00
11.	Landscape Maintenance -Mulch	See SOW	\$200.00	\$2,400.00

H. Routine Work – George Key Ranch Historic Park

Line Item	Description	Frequency	One-time Cost	Annual Cost
1.	Irrigation Maintenance - System Visual Inspection	Weekly	\$176.00	\$9,152.00
2.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$176.00	\$9,152.00

3.	Irrigation Maintenance - Schedule Adjustments	Weekly	\$176.00	\$9,152.00
4.	Irrigation Maintenance - Critical Component Inspection	Once per year	\$50.00	\$50.00
5.	Irrigation Maintenance - Gate Valve Exercising	Once per year	\$50.00	\$50.00
6.	Facility Maintenance-General Amenity Care	Daily M-F before 11am	\$2,021.00	\$24,252.00
7.	Facility Maintenance-General Amenity Care -Clean drinking fountains and sinks	Monday and Friday before 11am	\$855.00	\$10,260.00
8.	Facility Maintenance-General Amenity Care	Monday	\$404.00	\$4,848.00
9.	Landscape Maintenance - Landscape Plant/Planter Care	Daily	\$3,281.00	\$39,372.00
10.	Landscape Maintenance - Organic weed spraying	As needed	\$100.00	\$1,200.00
11.	Landscape Maintenance - Mulch	See SOW	\$100.00	\$1,200.00

- I. **TOTAL ANNUAL COST – ROUTINE WORK**
O’NEILL REGIONAL PARK:.....\$140,444.00
- J. **TOTAL ANNUAL COST – ROUTINE WORK**
MCFADDEN RANCH HOUSE:..... \$26,427.00
- K. **TOTAL ANNUAL COST – ROUTINE WORK**
SADDLEBACK GATEWAY PARK:.....\$43,065.00
- L. **TOTAL ANNUAL COST – ROUTINE WORK**
IRVINE RANCH HISTORIC PARK: \$116,814.00
- M. **TOTAL ANNUAL COST – ROUTINE WORK**
ARDEN MODJESKA HISTORICAL PARK:.....\$65,884.00
- N. **TOTAL ANNUAL COST – ROUTINE WORK**
HERITAGE HILL HISTORIC PARK:.....\$195,088.00
- O. **TOTAL ANNUAL COST – ROUTINE WORK**
GEORGE KEY RANCH HISTORIC PARK:.....\$108,688.00
- P. **TOTAL ANNUAL CONTRACT AMOUNT NOT TO EXCEED:.....\$812,001.00**
- Q. **TOTAL CUMULATIVE CONTRACT AMOUNT NOT TO EXCEED:.....\$2,436,003.00**

- III. Price Increase/Decreases:** No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.
- IV. Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.
- Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.
- Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
- VII. Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- VIII. Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- a. Contractor's name and address
 - b. Contractor's remittance address, if different from a. above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract MA-012-24010168
 - g. Requisition 1626919, 1612752
 - h. Agency/Department's Account Number
 - i. Date of invoice
 - j. Product/service description, quantity, and prices

- k. Sales tax, if applicable
- l. Freight/delivery charges, if applicable
- m. Total

Invoice and support documentation are to be forwarded to:

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

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

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

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

Name	Classification/ Designation	Year of Experience	Years with Company	Professional Licenses or Credentials
Bud Birch	VP – Operations	31 years	15 years	To be provided
Damian Vasquez	Regional & Account Supervisor	6 years	6 years	To be provided
Oswaldo Barba	Tree Care Director	32 years	23 years	To be provided
Pascual Ramirez	Tree Care Office Administrator	28 years	23 years	To be provided

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		

EXHIBIT 1

OC PARKS INTEGRATED PEST MANAGEMENT (IPM) PLAN

OC PARKS

INTEGRATED PEST MANAGEMENT PLAN



PURPOSE

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

December 21, 2021



OC PARKS IPM GUIDING PRINCIPLES

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

OC Parks IPM guiding principles include:

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

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

PEST CONTROL STRATEGIES

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

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

NON-CHEMICAL CONTROLS

Non-chemical control measures that may be used include:

Prevention

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

Cultural Controls

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

Mechanical Controls

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

Biological Controls

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

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

PESTICIDE CONRTOLS

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

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

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

OC Parks prioritized approach:

Park Areas and Trails – Accessible to the Public

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

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

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

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

Buildings, Trees and Lakes – Within All Park Areas

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

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

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

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

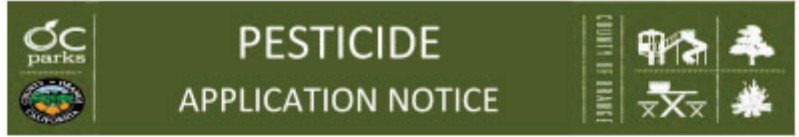
Risks to Critical Assets – Examples include termites compromising historic buildings, disease-carrying rodents infesting occupied buildings and burrowing rodents compromising the integrity of a dam or flood control channel.

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.

EXHIBIT 2

PESTICIDE APPLICATION NOTICE



D

FACILITY: _____ TREATMENT DATE: _____

CONTRACTOR: _____ CONTRACT #: _____

APPLICATOR: _____ QAL/QAC LICENSE #: _____

PEST CONTROL ADVISOR: _____ PCA LICENSE #: _____

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

TARGET PEST(S): _____

PROPOSED TREATMENT LOCATION(S): _____

PROPOSED TREATMENT AREA QTY: _____

APPLICATION METHOD: _____

RESTRICTED ENTRY INTERVAL: _____

ALTERNATIVE PEST CONTROL METHODS ATTEMPTED: _____

RECEIVED BY: _____ DATE: _____

APPROVED: _____ DENIED: _____

EXHIBIT 3

PESTICIDE APPLICATION SIGN



E

PESTICIDE NAME: _____

EPA REGISTRATION #: _____

SIGNAL WORD: _____

TARGET PEST(S): _____

AREA(S) TO BE TREATED: _____

PRECAUTIONS: _____

SCHEDULED APPLICATION:

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

SAFE TO ENTER AREA:

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

CONTACT NAME: _____

TELEPHONE NUMBER: _____

EXHIBIT 4

PESTICIDE LABEL CARD/TAG

Example

Product Name: Finale

AI: Glufosinate-ammonium

EPA Signal Word: Warning

EPA Reg # : 432-1229

REI: when dry

Purpose: Invasive weed control

Contact: Company X (111)- 222-333

Product Name:

AI:

EPA Signal Word:

EPA Reg #:

REI:

Purpose:

Contact:

EXHIBIT 5

VANISHING SPRAY INDICATOR

5"x5" template, GAP: 1.75"

H

VANISHING SPRAY INDICATOR
Blue Azure
 Water Soluble Spray Dye



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

Mixes Completely in water with all pesticides without affecting chemical efficacy

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




23611 Linwood Road
 Linwood, Kansas 66052

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

VANISHING SPRAY INDICATOR

SHAKE WELL BEFORE USING

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

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

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

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

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

GAP: 1.75"

785-542-
www.questproducts.us

EXHIBIT 6

CF VALVES

CF Valves

CF Valves™ Eliminate the variables of pressure and flow to unregulated application equipment such as knapsack and compression sprayers. It adds greater flow control to mechanical sprayers and acts as a check valve in liquid and gas applications. Usually your sprayer will put out more flow with higher pressure slowly tapering off as the pressure is discharged, but this special valve ensures you are getting constant flow as your sprayer's pressure drops between pumps.

- * Constant Flow means accurate applications of crop protection chemicals.
- * Constant Flow provides precise sprayer calibration for uniform dosage and coverage.
- * Constant Flow translates to the best biological performance from the chemicals applied.



CFValve™ (selection)



98662V

98662V (Installed)

Available CF Valves™

Item Number	Description
98661V	CFValve™ with 14.5 PSI, 11/16" thread, yellow in color
98662V	CFValve™ with 21 PSI, 11/16" thread, red in color
98663	CFValve™ with 29 PSI, 11/16" thread, blue in color
98665	CFValve™ with 14.5 PSI, 1/4" thread, yellow in color
98666	CFValve™ with 21 PSI, 1/4" thread, red in color
98667	CFValve™ with 21 PSI, 1/4" thread, blue in color
98668	CFValve™ with 21 PSI, 1/4" thread, green in color

To order, specify item number: Example: 98666

Chico ~ (800) 688-1334
Northern California HQ

Yuba City ~ (530) 671-0068
Northern California

Fowler ~ (877) 688-1334
Central California

Murrieta ~ (866) 922-7627
Southern California

EXHIBIT 7

PESTICIDE AND FERTILIZER REPORTING

**J**Date

August 1, 2020

<http://trax.ocparks.com>Create A New Account

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

Entering a New Chemical Treatment

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

EXHIBIT 9

VALVE EXERCISING

Tech Brief

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PUBLISHED BY THE NATIONAL ENVIRONMENTAL SERVICES CENTER

Valve Exercising

By **Zane Satterfield, P. E.**, NESC Engineering Scientist

Summary

Every water system has valves—devices that regulate, stop, or start the flow of water in the distribution lines. Being able to operate these valves at a moment's notice is extremely important. In an emergency, sections of a distribution system may need to be shut down without delay. However, if a valve is not used over a period of time it can seize-up from corrosion and get stuck, making the valve inoperable. This *Tech Brief* examines typical valve exercising programs that can help maintain the useful life and operation of water system valves.

Where, oh where are my valves?

Most water systems would be hard pressed to say that they know where all their valves are. Others would be happy to know where half of them are. Many systems are reluctant to take on a valve exercising program because of labor costs or the fear of needing additional tools.

While not knowing the location of a system's valves makes the job more difficult, it is not a good reason for not undertaking an exercising program. Yes, it will cost money—especially if you have to replace valves that are no longer functional—but the benefits of such a program far outweigh the negative. After all, system valves are there for a reason and if they aren't working, shouldn't they be fixed or replaced?

Some of the benefits of fully operational valves include:

- Being able to isolate a water main break, meaning reduced water loss, easier repairs, and less property damage.
- Knowing where the valves are will help locate the rest of the distribution system, which is often an issue, particularly with older utilities.
- Obtaining detailed information on the valve type and size, as well as the line where it's located.
- Having confidence the valves will last much longer.



When a water main breaks in the middle of a frigid night, you'll be glad the valves function correctly.

- Paying less overtime. If you can't isolate the leak or find the valves you can run into significant labor costs repairing those leaks in an emergency.
- Being able to isolate part of the system from a terrorist attack.

Software is available to help manage the valves in the distribution systems.



For more information about finding distribution lines, see the Tech Brief "Locating Distribution Lines" on the National Environmental Services Center Web site at www.nesc.wvu.edu.



Download all of our
Tech Briefs at
www.nesc.wvu.edu/ndwc/ndwc_tb_available.htm

NESC Assistance. Solutions. Knowledge.

Getting Started

A good first step in a valve-exercising program is to prioritize the valves. The most important valves are usually those near critical customers such as hospitals. Other factors could include the amount of flow through the valve, being the oldest valve in the system, or proximity to a main intersection on a busy street. Exercise one valve at a time based on the priorities you establish.

The main components to a valve exercise program are:

1. Find and document the valve's location. Note the precise location using global positioning system (GPS) equipment, by traditional surveying, or by measurement based on two or more objects that will be there for a long time. Take a digital picture showing the valve and surrounding area. The point is: don't lose the valve once you have found it.
2. Operate the valve. Exercising the valve is operating the valve at least one full cycle until the valve operates freely with little resistance. This may take several full cycles. (A more detailed discussion on the actual exercising is found below.)
3. Keep and maintain detailed records for each valve. This includes mapping locations on as-built drawings or road maps and maintaining both electronic and hard copies. (Record keeping is discussed in more detail below.)
4. Schedule and perform needed repairs. Often, valve boxes are out of alignment, so much so that a key (a steel handle used for manual turning that come in multiple lengths) cannot get on the valve. Valves are sometimes broken during the exercising program because they have not previously been used. Fixing the broken valves in a timely manner is very important.
5. Repeat these steps on a routine basis. Experts recommend exercising a system's valves annually if possible, or at least once every two years. Some valves will need to have a different schedule than others based on their location or unusual operating conditions. It's usually a good idea to perform the exercising program during moderate weather conditions.

As mentioned at the beginning, the location of many valves is a mystery. Use a metal detector to locate valves in the distribution system.



A worker cleans out the valve box with a utility vacuum cleaner. Removing accumulated sediment and dirt from the gate valve curb box must be done before exercising valves.

When you find a lost valve, note it on system records and mark the location with blue paint so it is easier to spot. If the valve is in a field, a five-foot blue flag or fence post painted blue will work.



For more information about valves, see the Tech Brief titled "Valves" on the National Environmental Services Center Web site at www.nesc.wvu.edu.

Essential Tools

Most water systems should already have the tools needed to do an exercising program. If not, you will need to budget to buy, lease, or rent them. The following is a list of useful tools for valve exercising:

- A utility vacuum cleaner for cleaning accumulated sediment from the gate valve box. Some models are mounted on a trailer or can be installed in the back of a pick-up truck.
- Valve keys or valve box keys for all sizes in your distribution system and extension kits if needed.

- Valve exerciser tool. There are portable, truck-mounted, or trailer-mounted exercising tools. A combination of one portable and either a truck-mounted or trailer-mounted model is desirable. These tools can be powered by electric, hydraulic, or pneumatic means. Keep in mind that for the portable valve exerciser, you have to provide the power supply (i.e., a generator for an electric tool, a hydraulic pump for hydraulic, or an air compressor for the pneumatic).
- A good metal detector to find buried valves.
- Shovels, 20- or 25-foot tape measures, and a 100-foot reel tape measure, blue paint to mark the valve box lid when finished, oversized screw driver to aid in removing the lid, flashlight, system maps, street maps, journal (record) book with waterproof pen or pencil, and a digital camera to have a visual record of location.

Don't forget about safety. A flag crew may be needed to direct traffic in some locations.

Exercising Valves

The following are important details when turning the valve. These details should be used with any operation or exercising of a valve:

- Don't force the valve.
- Don't be in a big hurry.
- Use the lowest torque (turning force or rational force) setting possible.
- Avoid using a cheater bar (a handle extension that allows for greater torque). A cheater bar should only be used in emergencies.
- Do not close the valve on the first cycle.
- If and when the valve is nice and free, turn it slowly to avoid water hammer. If you open or close a valve too fast the line could rupture.
- Listen closely. Sometimes you can hear the flow change when operating a valve. This will help determine if the valve is moving.
- Because debris can be stirred up during valve exercising, notify the public before starting the process. This will keep the dirty water complaint calls down.
- Consider doing your flushing program at the same time as your exercising program.
- Always count your turns down and up. They should match.

The American Water Works Association (AWWA) provides these guidelines about how to close a valve properly:

1. Begin with a steady amount of torque in the direction necessary to close the valve, moving through five to 10 rotations.
2. Reverse for two or three rotations.
3. Reverse again and rotate five to 10 more turns in the closing direction.
4. Repeat this procedure until full closure is attained.
5. Once the valve is fully closed, it should be opened a few turns so that high-velocity water flowing under the gates can move the remainder of the sediment downstream with more force and clear the bottom part of the valve body for seating.
6. Fully close the valve again.

"The reason for this cautious approach is that debris and sediment often build up on the gates, stem, and slides," the AWWA's guidance notes. "If this material is compacted while the valve is being closed, the torque required to close the valve continues to build as the material is loaded. If the procedure described above is used, the stem and other parts are 'scrubbed' by the series of back-and-forth motions, and water in the system can flush the debris that has broken loose away from the stem gate and slides or guides." It is advisable to open a nearby fire hydrant to flush the debris that is being cleaned from the gate valves.

Remember that valve manufacturers have detailed operation and maintenance procedures for each of the various types of valves. Some valves have a seating where a resilient coating meets stainless steel. Other valves have actuators isolated from the water flow, meaning that some of the mechanical parts are not subject to as much corrosion and, therefore, may need less exercise. When in doubt, follow the manufacturers' guidelines.

Not as Easy as it Looks

If valves haven't been used in some time (or ever), you will encounter difficulties during the exercise program. The most common problem will be locating some of the valves and if these valves have been lost for a long time, they will need attention.

Another common problem is when the valve is already broken from previous attempts to operate it or the valve stem or operating nut breaks before any movement of the gate. These broken

valves need to be repaired as soon as possible. If you see water gushing as you begin turning the key, the bonnet bolts have most likely broken. Look on the bright side, though: it's better to uncover these problems now than in the middle of the night when the valve is needed.

Some valves seem to be working fine until you get near the closed position and then the gate breaks at or near the closed position. This is most likely caused by tuberculation (build-up) in the gate valve. The worst tuberculation usually occurs at the bottom of the gate valve.

When exercising a valve, resist the urge to "crank it" hard. Dennis Blakely, an account executive with E.H. Wachs Company and an expert on valves, says, "I have seen valves that turn fairly easily all the way down to the near-closed position and then require 10 times more torque to get them to open back up. This is caused by using too much torque the first time you get into the near-closed position. Control of the torque is critical in this situation."

Once you've located valves in the system, keep good records about them. Document as much information as possible, including valve size and type, function, manufacturer, type of access, normal position (open or closed), whether the valve opens right or left, date installed and maintained, and the number of turns required to open or close the valve completely. Master records should be maintained in a central location with an easily printed copy that can be taken out in the field.

Increasingly, systems are using GPS to record the location of valves. GPS can be very useful in area where a hurricane might deposit several feet of sand over a neighborhood.

If your water system has access to a survey crew, map the valves with bearing and distance using a transit. Another method is to use existing as-built drawing that your system may have to denote location.

The reality, however, is that many small water distribution systems don't have the budget for GPS or surveying and no as-built drawings exist. In this situation, use a detailed road map and a tape measure taking at least two measurements from existing objects such as telephone poles, the corner of sidewalks, or buildings to the valve (more than two measurements are better in case one of the objects

disappears over time). Write the measurements on the detailed road map for future reference.

One Valve at a Time

Just getting started can be the biggest hurdle. Water systems will look at the entire system and number of valves with an overwhelming sense that this is an impossible task to accomplish. "In reality, a modest beginning can achieve immediate positive results," Blakely says. "With technological advancements in tooling and proper training, a well-conceived valve exercise program will have a high percentage of positive results. With good planning and execution, a valve exercise program will realize a very low percentage of negative results.

"These facts seem to contradict the general opinion throughout the water utility industry that an exercise program will cause more work and aggravation than it is worth," he continues. "This is simply not the case. The majority of negative results are due to a lack of a valve exercise program in the past. Once problems are identified, repairs can be budgeted and scheduled."

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EXHIBIT 10**NATIONAL POLLUTION AND DISCHARGE ELIMINATION (NPDES) GUIDELINES****FF-5****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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FF-5**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

- ✓ 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.

Also see Waste Handling and Disposal procedure sheet

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.

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EXHIBIT 11

**OC PARKS LOCATION MAPS
(SEE SEPARATE ATTACHMENT)**