#### GENERAL SERVICES CONTRACT Landscape Maintenance Services Specification No. S-2024-640BD

This GENERAL SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Tropical Plaza Nursery, Inc. (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

#### RECITALS

WHEREAS, OC San desires to retain the services of Contractor for Landscape Maintenance Services for OC San Headquarters, Plant 1, Plant 2, and Pump Stations ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on February 26, 2025, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

#### 1. <u>General</u>.

- 1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work Exhibit "B" – Proposal and BAFO Exhibit "C" – Determined Insurance Requirement Form Exhibit "D" – Contractor Safety Standards Exhibit "E" – Human Resources Policies

- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.

- 1.5 Work Hours: Shall be as specified in Exhibit "A."
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

#### 2. Scope of Work.

- 2.1 Contractor shall perform the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 <u>Modifications to Scope of Work</u>. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 <u>Familiarity with Work</u>. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; (b) it understands the facilities, difficulties, and restrictions of the work under this Contract; and (c) it has examined the site of the work and is aware of all conditions at the site. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 <u>Performance</u>. Time is of the essence in the performance of the provisions hereof.

#### 3. <u>Contract Term</u>.

- 3.1 The term of this Contract shall be for one (1) year commencing on March 1, 2025 and continuing through February 28, 2026.
- 3.2 <u>Renewals</u>. At its sole discretion, OC San may exercise the option to renew this Contract for up to four (4) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.
- 3.3 <u>Extensions</u>. The term of this Contract may be extended only by an amendment signed by both Parties.

#### 4. <u>Compensation</u>.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Two Hundred Thirty-Nine Thousand Five Hundred Eighty-Nine Dollars (\$239,589.00).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

#### 5. <u>Payments and Invoicing</u>.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Contract Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to <u>APStaff@OCSan.gov</u>. In the subject line include "INVOICE" and the Purchase Order Number.

#### 6. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the

general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
  - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

- 7. <u>Damage to OC San's Property</u>. Any of OC San's property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
- 8. <u>Freight (F.O.B. Destination</u>). 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.
- **9.** <u>Audit Rights</u>. Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
- 10. <u>Contractor Safety Standards and Human Resources Policies</u>. OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
- 11. <u>Insurance</u>. Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
- 12. Bonds. Not Used
- **13.** <u>Indemnification and Hold Harmless Provision</u>. Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or

expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

- 14. <u>Independent Contractor</u>. The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
- **15.** <u>Subcontracting and Assignment</u>. Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
- **16.** <u>**Disclosure</u>**. Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.</u>
- 17. <u>Non-Liability of OC San Officers and Employees</u>. No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
- **18.** <u>**Third-Party Rights.**</u> Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
- **19.** <u>Applicable Laws and Regulations</u>. Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
- 20. <u>Licenses, Permits, Ordinances, and Regulations</u>. Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.

- **21.** <u>Regulatory Requirements</u>. Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
- **22.** <u>Environmental Compliance</u>. Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
- 23. <u>South Coast Air Quality Management District's Requirements</u>. It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
- 24. <u>Warranties</u>. In addition to the warranties stated in Exhibit "A," the following shall apply:
  - 24.1 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

#### 25. Dispute Resolution.

- 25.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 25.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

#### 26. Liquidated Damages. Not Used.

- 27. <u>Remedies</u>. In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.
- **28.** <u>Force Majeure</u>. Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

#### 29. <u>Termination</u>.

- 29.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.
- 29.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 29.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:
  - if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
  - if Contractor sells its business; or
  - if Contractor breaches any of the terms of this Contract; or
  - if the total amount of compensation exceeds the amount authorized under this Contract.
- 29.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
- **30.** <u>Attorney's Fees</u>. If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

- **31.** <u>Waiver</u>. The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
- **32.** <u>Severability</u>. If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
- **33.** <u>Survival</u>. The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
- **34.** <u>**Governing Law.**</u> This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

#### 35. <u>Notices</u>.

35.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San:	Jackie Lagade Purchasing Supervisor Orange County Sanitation District 18480 Bandilier Circle Fountain Valley, CA 92708 jlagade@ocsan.gov
	Jiagade@ocsan.gov

- Contractor: Leslie Fields Owner/President Tropical Plaza Nursery, Inc. 9642 Santiago Blvd. Villa Park, CA 92861 Lesfields@tropicalplaza.com
- 35.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

- **36.** <u>**Read and Understood**</u>. By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
- **37.** <u>Authority to Execute</u>. The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
- **38.** <u>Entire Agreement</u>. This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

[Intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

Dated:	By: Ryan P. Gallagher Chair, Board of Directors
Dated:	By: Kelly A. Lore Clerk of the Board
Dated:	By: Kevin Work Purchasing & Contracts Manager
	TROPICAL PLAZA NURSERY, INC.
Dated:	Ву:
	Print Name and Title of Officer

YΡ

# EXHIBIT A

### SCOPE OF WORK

For

Landscape Maintenance Services

#### EXHIBIT A SCOPE OF WORK LANDSCAPE MAINTENANCE SERVICES SPECIFICATION NO. S-2024-640BD

#### 1 PURPOSE

The work described in this document shall be performed at the following locations:

- OC San Headquarters (HQ) 18480 Bandilier Circle, Fountain Valley, CA
- Plant No. 1 10844 Ellis Avenue, Fountain Valley, CA
- Plant No. 2 22212 Brookhurst Street, Huntington Beach, CA
- College Pump Station 3198 College Ave., Costa Mesa, CA
- Main Street Pump Station 1499 Main St., Irvine, CA
- Rocky Point Pump Station 1601 W. Coast Highway, Newport Beach, CA
- Slater Pump Station 7202 Slater Ave. Huntington Beach, CA
- Westside Pump Station 3112 Yellowtail Dr., Rossmoor, CA

#### 2 DESCRIPTION

Contractor to provide grounds/landscape maintenance services including trimming of trees (that are less than 15 feet in height) at OC San locations as specified in this scope of work.

#### **3 DEFINITIONS**

**SUPERVISOR/FOREMAN** – shall mean the Contractor's representative that is the central point of contact with OC SAN. This person shall have full authority to act on behalf of the Contractor on all contract matters relating to the daily operation of this contract.

**PRINCIPAL LANDSCAPER** - shall mean Contractor's full-time on-site employee that is authorized to act for Contractor in every detail in the execution of this contract and shall be knowledgeable in landscape maintenance <u>as well as the current specifications and scope of work of this contract.</u>

**COLD SEASON** – shall mean grass in which growth curve reaches its maximum between April and May, its low growth between July and August and reaches maximum luxury appearance in October and November.

**WARM SEASON** – shall mean grass which is dormant in the Winter Season.

#### 4 PROJECT / WORK ELEMENTS

- 4.1 Contractor shall provide grounds/landscape maintenance service on a daily (Monday through Friday excluding holidays) basis; Pump Stations will be maintained on the First (1<sup>st</sup>) and Third (3<sup>rd</sup>) Wednesday of every month unless instructed otherwise by OC San.
- 4.2 Services include trimming of trees less than 15 feet in height. All trees less than 15 feet in height are to be trimmed once a year.
- 4.3 Contractor shall provide all labor, materials/supplies, and equipment, etc. necessary for the proper performance of grounds/landscape maintenance and tree trimming.
- 4.4 Contractor will be required to mow and edge turf areas, provide litter control; provide weed control, rake, and cultivate planters, shrub beds and turf areas, prune and trimming of shrubs and trees.
- 4.5 The premises shall be maintained with the highest standards at no less than the frequencies set forth herein. The frequencies indicated herein are general requirements to identify overall maintenance frequencies. In the event of any conflict or inconsistency in the interpretation thereof, the OC San Contract Manager shall resolve said conflict/inconsistency.
- 4.6 The premises shall be maintained with a crisp, clean appearance, and all work shall be performed in a professional workmanship-like manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, or turf areas.
- 4.7 Contractor recognizes that during this contract, OC San personnel and/or other Contractors, may conduct other activities and operations that may include, but is not limited to, landscape refurbishment, modification or repair, construction and/or storm-related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by OC San.
- 4.8 Contractor recognizes that during this contract, OC San personnel and/or other Contractors will be present near areas where Contractor is performing work. Care shall be taken by Contractor to be aware of and accommodate the presence of others.
- 4.9 Contractor shall respond to maintenance requests within two (2) hours of notification by the OC San Contract Manager.
- 4.10 If a reduction in landscape services occurs due to an OC San facility modification, then Contractor shall give consideration for equal compensation of removed landscape service.

#### 4.11 BROKEN / DAMAGED IRRIGATION COMPONENTS

4.11.1 Prior to the start of service, OC San will inform the Contractor of the irrigation system and shall point out all pre-existing irrigation issues. During service, if the Contractor damages any irrigation component, they will be responsible for the repair and/or replacement of said irrigation component.

#### 4.12 TURF CARE – MOWING, SEEDING AND WEED CONTROL

- 4.12.1 Mowing Frequency: Cold Season Grass requires once per week with the exception of June to September which requires every other week.
- 4.12.2 Mowing operation shall be scheduled Monday through Friday unless revised by OC San.
- 4.12.3 Mowing operations shall be performed in a professional workmanshiplike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 4.12.4 All mowing height shall be 3 inches.
- 4.12.5 Walkways shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site on the same day the areas are mowed.
- 4.12.6 Over seeding Warm Season Grass:
- 4.12.7 Overseed with annual Rye grass at a rate of 7lbs per 1,000 sq ft Seed shall be uniformly broadcast with care taken not to broadcast in non-turf areas.
- 4.12.8 Re-sod damaged cold season grass.
- 4.12.9 Pre-Emergent the Contractor shall apply an approved pre-emergent herbicide to all turf areas a minimum of one time per year for optimal performance.

#### 4.13 TURF - FERTILIZATION AND AERATION

- 4.13.1 Application of fertilizer shall be done in sections determined by the areas covered by each irrigation system.
- 4.13.2 Notice shall be given to OC San so that all areas fertilized will be thoroughly soaked by OC San immediately after fertilization.
- 4.13.3 Turf shall be aerated according to the fertilization schedule.
- 4.13.4 Dethatch turf once a year on non-cool season grasses.
- 4.13.5 Turf shall be fertilized 4 times a year according to the following schedule: the first application shall be in the second week of March followed by the second week of May, and the third application shall be

in the second week of September followed by the second week of November.

4.13.6 Replanting - the Contractor shall resolve all turf loss due to normal attrition or due to the Contractor's faulty maintenance or negligence as determined by OC SAN.

#### 4.14 TURF - EDGING AND DETAILING

- 4.14.1 Frequency: In accordance with mowing schedule.
- 4.14.2 Restrictions All edges shall be neatly detailed by a string trimmer.
- 4.14.3 When designed edges exist in flowerbeds, these edges shall be kept clean, sharp, well-defined, and free of weeds and grass invasion.
- 4.14.4 All turf edges, including but not limited to, sidewalks, patios, drives, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.
- 4.14.5 Turf around trees shall be cut back a minimum of 8 inches around the crown of trees and mulched with OC SAN Compost.

#### 4.15 PLANTER, HEDGE AND FLOWER BEDS - WEED CONTROL, CULTIVATION AND MULCHING / COMPOSTING

- 4.15.1 No contact weed control chemical may be used in landscaped areas.
- 4.15.2 Frequency:
  - Cultivation monthly.
  - Weed control seasonal or as needed (All weeds shall be removed from planter and flower beds).
  - Pump stations First (1<sup>st</sup>) and Third (3<sup>rd</sup>) Wednesday of the month unless directed by OC San representative.
- 4.15.3 Weeds treated using a systemic chemical or a pre-emergent control shall be left in place per manufacturer's recommendation. If treatment is not effective by the time specified in the manufacturer's recommendation, a second application shall be applied.
- 4.15.4 Report all diseased, broken, damaged, or unsightly plants or flowers to OC San Contract Manager and upon approval, remove such plants or flowers from all beds and then dispose properly.
- 4.15.5 Cultivate soil to a depth of 4 inches. Do not leave large dirt clods.
- 4.15.6 Cultivation and mulch All soil shall be cultivated to a depth of four (4) inches and mulched with OC San compost.

#### 4.16 GROUND COVER - PRUNING BACK, WEED CONTROL, PROPAGATION, CULTIVATION AND MULCHING / COMPOSTING

- 4.16.1 Frequency: As needed Ground cover beds shall be maintained within their intended bounds, trimmed back, and detailed as needed. Growth regulator, in accordance with the contract provisions, may be applied to the edge of the ground cover.
- 4.16.2 All weeds as well as dead, diseased, and unsightly branches, vines, or other growth shall be removed as they develop.
- 4.16.3 All ground cover areas shall be pruned to maintain a neat edge along curbs, planter boxes or walls.
- 4.16.4 Runners that start to climb building, shrubs, or trees shall be pruned out of these areas.
- 4.16.5 Prune plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.
- 4.16.6 Detailing of sprinkler heads with string trimmer (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles may be performed in a manner that ensures operability, ease of location, and a clean appearance. A six (6) inch clearance shall be considered normal.
- 4.16.7 Cultivation and mulch All soil shall be cultivated to a depth of four (4) inches and mulched with OC San compost.
- 4.16.8 Spot plant/plug existing ground cover (Myoporum, Ice Plant & Red Apple) into cultivated and mulched soil in bare areas to promote full coverage of ground cover.
- 4.16.9 Replanting the Contractor shall be responsible for the complete removal and replacement of ground cover lost due to the Contractor's faulty maintenance or negligence as determined by OC San.

#### 4.17 TREES AND HEDGES - TRIMMING, STAKING, PRUNING,

- 4.17.1 Tree trimming all trees less than 15 feet to be trimmed and thinned.
  - 4.17.1.1 Trees should be trimmed away from roof, fence, parking stalls, walkways, and obstacles.
  - 4.17.1.2 Tree pruning shall be performed with the intent of developing structurally sound trees, and symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs shall be removed at the point of breaking.
  - 4.17.1.3 All established trees in or near walkways no matter the height shall have the canopy branches a minimum of

seven (7) feet unless specified by OC San Contract Manager.

- 4.17.1.4 All wounds one (1) inch in diameter or larger shall have pruning sealer applied immediately after pruning.
- 4.17.1.5 Remove all sucker growth on trees.
- 4.17.1.6 Remove all dead, diseased, and unsightly branches and trees.
- 4.17.1.7 Tree Replacement All trees permanently damaged will be replaced at OC San expense except for those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by OC San. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. OC San will determine the need for replacement.
- 4.17.2 Staking Trees (all trees)
  - 4.17.2.1 Stake trees in those cases where tree has been damaged and requires staking for support or where stakes and/or guy wires are missing or damaged.
  - 4.17.2.2 Stake new trees or recently planted trees that have not been previously staked.
  - 4.17.2.3 Tree stakes, two (2) per tree, shall be treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
  - 4.17.2.4 Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
  - 4.17.2.5 Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
  - 4.17.2.6 Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
  - 4.17.2.7 Stakes and ties will be placed so no chafing of bark occurs.
  - 4.17.2.8 Immediately remove guy wires from trees that are choked or girdling by guy wire and re-stake if required.

#### 4.17.3 Pruning – Hedges / Shrubs

- 4.17.3.1 Frequency: As needed, or as determined by OC San.
- 4.17.3.2 Prune shrubs to encourage healthy growth habits and for shape to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
- 4.17.3.3 Under no circumstances shall hedge shears be used as a means of pruning.
- 4.17.3.4 Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
- 4.17.3.5 Prune shrubs and hedges as needed to always maintain visibility on signs (i.e. stop, parking, handicap, etc.).
- 4.17.3.6 All cuts shall be made sufficiently close, flush, if possible, to the parent stem so that healing can readily start under normal conditions.
- 4.17.3.7 All limbs one and one-half inches (1½") or greater in diameter shall be undercut to prevent splitting.
- 4.17.3.8 Notify OC San Contract Manager and upon approval, remove all dead, diseased, and unsightly shrubs, plants and branches.
- 4.17.3.9 Rake and remove all clippings the same day that plant materials are pruned or trimmed.
- 4.17.3.10 The Plant 1 Streed Parkway center medium hedge may only be trimmed on the sides and the overgrowth on top shall be hand clipped.
- 4.17.3.11 Rocky Point Pump Station Trim shrubs behind pump station to maintain 2 (two) foot clearance from the building (as needed).

#### 4.18 WEED CONTROL

- 4.18.1 Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas, buildings, and structures in the contract locations.
- 4.18.2 Remove weeds throughout OC San Headquarters, Plant 1, Plant 2, and Pump Stations. This includes the process area as needed.

4.18.3 Contractor shall not apply chemicals (including fertilizers) of any kind near any air intakes to buildings.

#### 4.19 SWEEPING / RAKING / BLOWING

4.19.1 Accumulation of leaves shall be removed from all landscaped areas including planter beds, turf areas, sidewalks, gutters, roads, and parking lots adjacent to landscaped areas. No blowing of wood chips or mulch onto sidewalk or parking lots.

#### 4.19.2 Frequency:

- 4.19.2.1 OC San Headquarters: Every Monday and Wednesday, or as needed, and to be completed by 10:00 am.
- 4.19.2.2 OC San Headquarters Courtyard: Sweep or vacuum only. NO BLOWING
- 4.19.2.3 Planter/Groundcover Beds: raking once every two weeks and immediately after trimming or pruning, except for Headquarters once per week.
- 4.19.2.4 Sidewalks, gutters, and parking lots adjacent to landscaped areas: once every week.
- 4.19.2.5 Turf areas raking: to coincide with each mowing.
- 4.19.2.6 Plant 2 Operations Center Cart Barn and the west ramp to the basement of the Operations Center sweeping/blowing: Twice per month.
- 4.19.2.7 Plant 2 Banning and Bushard gate rails/runners sweeping/blowing: Weekly.
- 4.19.2.8 Plant 2 Service Road around GWRS tanks blowing and removal of leaves and trash weekly.
- 4.19.2.9 Except for OC San Headquarters, gas blowers are permitted at low speed.
- 4.19.2.10 Dust resulting from blowing activity must not travel beyond or above five (5) feet from the blower.
- 4.19.2.11 Debris, leaves, clippings, or any other items moved by the blower <u>shall not be blown into planters</u>, under plant material or onto lawns. All shrubs, bushes, or tree growth shall not impede any roadway or walkways. No landscaping materials or tools shall block any roadways or walkways.
- 4.19.2.12 Everything blown onto OC San Headquarters, Plant 1 and 2 streets must be immediately gathered and disposed of offsite.

**NOTE**: Nothing may be blown or moved in any manner onto Bandilier Circle, Pacific Street, Ellis Avenue, Ward Street, Brookhurst Street, the Santa Ana River levee, or the Talbert Marsh Road.

#### 4.20 LITTER CONTROL

- 4.20.1 Frequency: be aware of the presence of litter and immediately pick it up.
- 4.20.2 Contractor shall perform complete policing and litter pick-up to remove paper, glass, trash, feces, undesirable materials and other accumulated debris within any landscape areas to be maintained including, but not limited to, planters, landscape drains, storm drains, gutters, all sidewalks, roadways, roof drains and catch basins.
- 4.20.3 Contractor shall inspect and pick-up litter and other debris from planters along Ellis Ave in front of Headquarters Building and Plant 1 along Ward St on Mondays, and Plant 2 along Brookhurst St every Monday and Friday morning.

#### 4.21 RODENT CONTROL

- 4.21.1 All areas shall be maintained free of gophers that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.
- 4.21.2 Methods of control must be approved by OC San Contract Manager prior to use.

#### 4.22 DISEASE / INSECT CONTROL

- 4.22.1 All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover and turf. Contractor shall identify diseases related to pests, insects, and fungus intrusion on all landscape plant material and immediately submit in writing to the Contract Manager.. Upon OC San approval, Contractor shall immediately apply appropriate disease control measures.
- 4.22.2 A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor or Certified Arborists.
- 4.22.3 An insect control program to prevent all common insects from causing damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor or Certified Arborists.

#### 4.23 PLANT MATERIALS

4.23.1 Plant materials shall conform to the requirements of the landscape plan of the area as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by OC San.

- 4.23.2 Quality: Plants shall be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and shall have healthy normal root systems and comply with all State and local regulations governing these matters and shall be free from any noxious weeds or pest.
- 4.23.3 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by OC San.
- 4.23.4 Plant Materials Guarantee All newly planted plants shall be guaranteed to live and remain in healthy condition for no less than one year from the date of planting by the Contractor.

#### 4.24 GREEN WASTE DISPOSAL

- 4.24.1 Contractor to collect and remove from OC San premises all trash, rubbish and clippings accumulated from performing required tasks.
- 4.24.2 Contractor may place up to a 40-yard container at Plant 1 for waste. No materials may extend beyond the outside dimensions of the container.
- 4.24.3 Contractor is to take all trash, rubbish, green waste to an approved county dump or landfill for disposal at no cost to the OC San.
- 4.24.4 The Contractor shall not use OC San dumpsters for the disposal of any waste.

#### 4.25 MATERIALS / EQUIPMENT

4.25.1 The purchase of all materials / equipment to provide these needed services is the responsibility of the Contractor.

#### 4.26 **RESTRICTIONS – EQUIPMENT:**

- 4.26.1 **Riding mowers –** are permitted at Plant 1 and Plant 2 only.
- 4.26.2 **Gasoline blowers -** will not be allowed around the OC San Headquarter entry ways, Administration Building, in the process areas, or near any air intake.
- 4.26.3 **Push brooms or electric (battery) blowers/vacuums –** are to replace gasoline blowers at Plant 1 Headquarter entry ways, Administration, in the process areas, or near any air intake.

# 4.27 MANAGEMENT – STAFFING and GROUNDS / LANDSCAPE PERSONNEL

- 4.27.1 Contractor shall assign enough employees to perform the required work.
- 4.27.2 Contractor shall provide a Supervisor/ Foreman. OC San must have access to this person during all hours, 365 days per year. Contractor shall provide a telephone number where this person can be reached on a twenty-four (24) hour per day basis. This Supervisor/ Foreman shall be able to communicate in English both orally and in writing and act as a central point of contact with OC San staff. This person shall have full authority to act on behalf of the Contractor on all contract matters relating to the Contractor's personnel as well as the daily operation of this contract. This Supervisor/ Foreman shall always have a cell phone as well as an email address. This Supervisor/Foreman shall be knowledgeable in all aspects of landscape maintenance and shall demonstrate previous experience in landscape management for facilities similar in size and complexity.
- 4.27.3 Contractor shall designate one (1) employee as an on-site principal landscaper with full responsibility for directing the entire crew on his/her shift. Principal landscaper shall be authorized to act for Contractor in every detail and shall be knowledgeable in landscape maintenance as well as the current specifications and scope of work of this contract. This person shall be able to respond in English to OC San requests both verbally and in writing and communicate effectively with his/her employees as well as with OC San personnel. This person shall always have a cell phone and be available to be contacted by OC SAN.
- 4.27.4 Contractor shall notify OC San's Contract Manager, or his/her representative immediately, in writing of any change in contract key personnel by submitting name, and effective date of employment or termination of that employee.
- 4.27.5 Contractor shall respond to inquiries/complaints from OC San Contract Manager within twenty-four (24) hours after receiving notice.

#### 4.28 UNIFORMS / PERSONAL PROTECTIVE EQUIPMENT

- 4.28.1 Contractor employees assigned to OC San facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it and long pants. Uniforms shall be provided by and at Contractor's expense.
- 4.28.2 OC San shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name and company. Such badge shall be displayed on employee's person at all times he/she is on OC San property.

4.28.3 Contractor shall wear OSHA compliant eye protection, safety protection shoes, and safety vest while performing work. Hard hat and multi-gas monitors are required while in the process area.

#### 5 OC SAN FURNISHED ITEMS

- 5.1 OC San will provide storage facilities for Contractor's use at Plant 1 for the sole purpose of storing equipment/materials required for the work required for this Contract.
- 5.2 Contractor is prohibited from use of storage facilities or any other OC San property for any other business interests that are not directly related to or required by this Contract. Hazardous waste shall not be stored on OC San property.
- 5.3 Contractor assumes all risks of loss and damage to materials and equipment stored.

#### 6 HOURS OF WORK

- 6.1 Hours of work shall be between the hours of 6:00 a.m. to 4:00 p.m. Monday through Friday\*, except on OC San observed holidays.
- 6.2 Any work performed outside of these conditions requires OC San Contract Manager approval.
- 6.3 The hours of operation prescribed may be subject to change by OC San.

#### 7 EXTRA WORK

- 7.1 The OC San Contract Manager may authorize the Contractor to perform extra work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements to add new, modify or refurbish existing landscaped facilities.
- 7.2 If OC San determines that the labor for work resulting from vandalism, acts of God, or third-party negligence can be performed by Contractor's present work force, OC San may modify the Contractor's ongoing maintenance tasks to compensate Contractor for performing said work.
- 7.3 Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with a cost estimate of labor and materials for OC San approval; no work shall commence without prior written authorization.
- 7.4 When a condition exists where there is imminent danger of injury to the public or damage to property, Contractor shall immediately notify the OC San Contract Manager. A written estimate shall be submitted within twenty-four (24) hours for approval.

- 7.5 All work shall commence on the agreed specified date and Contractor should proceed diligently to complete said work within the time allotted.
- 7.6 OC San reserves the right to perform any extra work itself or assign the extra work to another Contractor.

#### 8 PROJECT MANAGEMENT

- 8.1 **MONTHLY MEETINGS –** Contractor's key personnel are required to attend a scheduled monthly meeting with OC San personnel to discuss past, present, and future needs/issues.
- 8.2 **QUALITY CONTROL/INSPECTION -** Contractor to provide management oversight and inspection of work performance as stipulated:
  - 8.2.1 Review monthly, the work performed by Contractor's staff at Headquarters, Plant 1, and Plant 2 to ensure the scope of work is being met.
  - 8.2.2 Provide an Action Plan, including dates, to complete any tasks identified as not being complete during monthly meetings.
  - 8.2.3 While Contractor is on site during OC San's business hours, Contractor must be available to reply within 30 minutes to OC SAN issues or concerns.

#### 9 DELIVERABLES

#### 9.1 MAINTENANCE SCHEDULES

- 9.2 Contractor shall submit a work schedule for each facility and all pump stations to OC San within two (2) weeks prior to start of work for review and approval. Said work schedules shall be set on an annual calendar identifying the days and locations of the crew that is needed to complete all the ongoing required maintenance tasks.
- 9.3 If changes are needed, Contractor shall submit a revised work schedule three (3) business days prior to the new proposed schedule.

#### **10 SAFETY, CHEMICAL USE & REPORTS**

- 10.1 All employees shall be trained in their assigned tasks and in the safe handling of equipment and materials. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OC San and OSHA standards.
- 10.2 A listing of proposed chemicals, and their SDS, including commercial name, application rate and type of usage shall be submitted to the OC San Contract

Manager for approval at the start of work. No work shall begin until written approval of use is obtained from OC San.

- 10.3 All work involving the use of chemicals shall comply with all federal, state, and local laws and will be accomplished by or under the direction of a licensed California Qualified Applicator License.
- 10.4 All Chemicals containers shall be labeled in compliance with all federal, state, local, and DPR (California Department of Pesticide Regulations).
- 10.5 Hazardous waste will not be stored on OC San property.
- 10.6 All chemicals stored overnight on OC San property must be stored in an OSHA and OC San Safety Division approved storage container which will be furnished and maintained by the Contractor per OSHA requirements.
- 10.7 Contractor is required to possess a current valid California Qualified Applicator License (QAL). Ony those persons possessing a valid California QAL shall apply chemicals. Application shall be in strict accordance with all governing regulations.
- 10.8 Contractor shall use materials and equipment that is safe for the environment and safe for use by the employee.
- 10.9 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file by Contractor. Said file shall be kept for a minimum of five (5) years from date of application.
- 10.10 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy provided to OC San.
- 10.11 All regulations and safety precautions are to be used.
- 10.12 Chemicals shall be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 10.13 Contractor shall not dispose of any hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations. Contractor will schedule the disposal of all hazardous material and accrue all costs associated with its proper disposal.

# **APPENDIX A1**

# HEADQUARTERS LANDSCAPE

For

Landscape Maintenance Services





# **Headquarters Building Landscape**

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Revised: 8/1/2024

# APPENDIX A2

# PLANT 1 LANDSCAPE

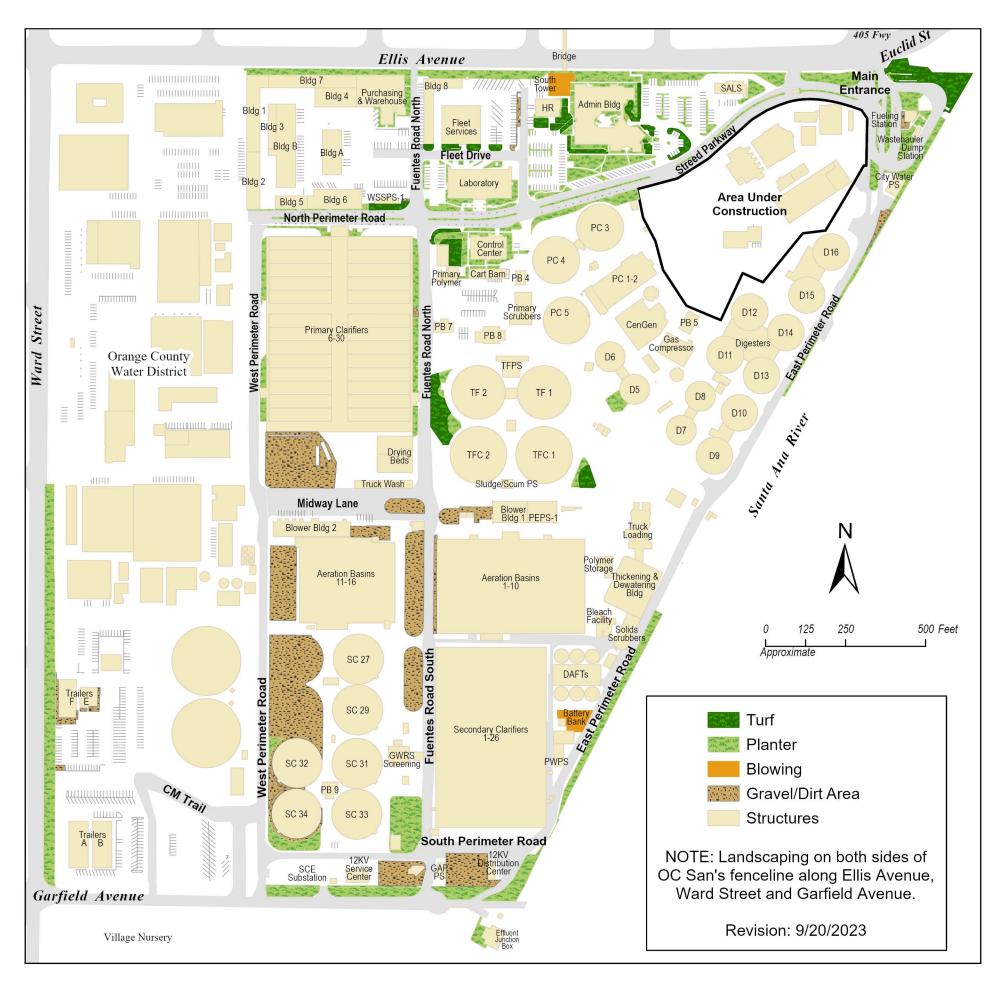
For

Landscape Maintenance Services



# **Reclamation Plant No. 1 – Landscape**

10844 Ellis Avenue, Fountain Valley, CA 92708



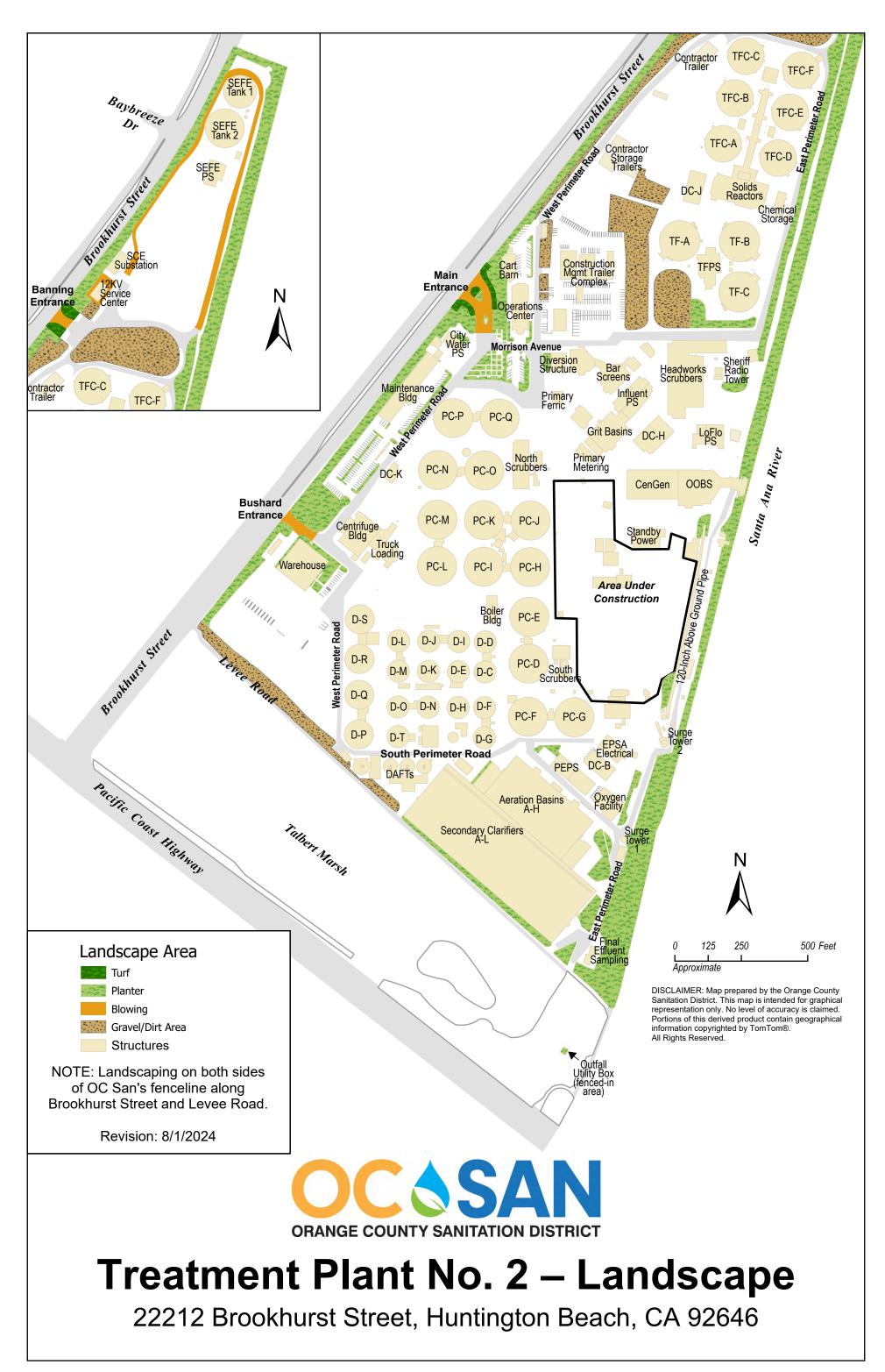
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# **APPENDIX A3**

# PLANT 2 LANDSCAPE

For

Landscape Maintenance Services



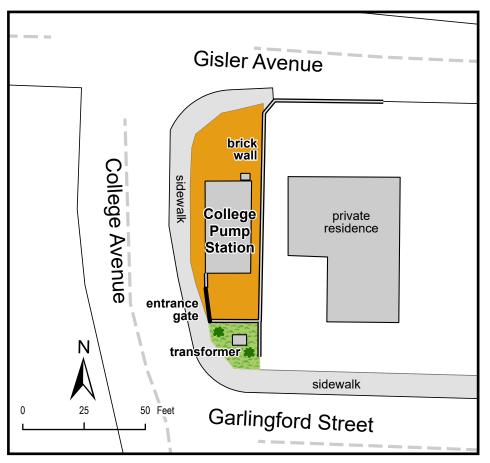
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## **APPENDIX A4**

# PUMP STATION LANDSCAPE

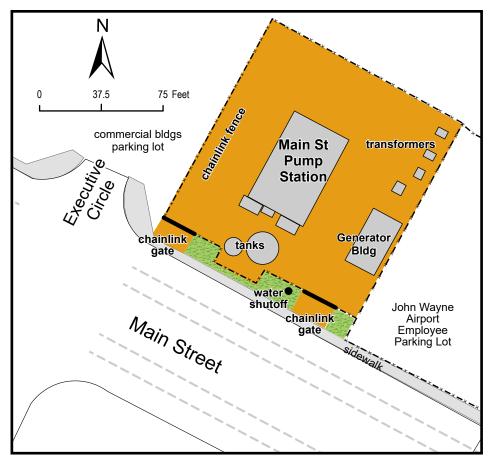
For

Landscape Maintenance Services



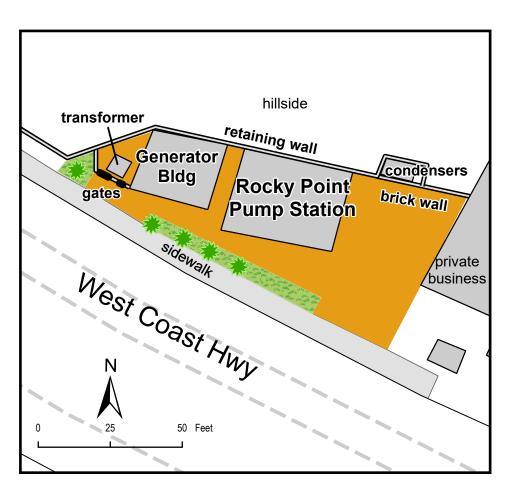
College Pump Station 3198 College Ave Costa Mesa, CA 92626





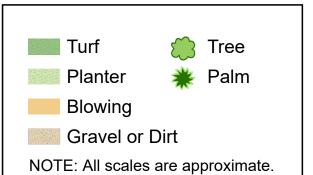
Main St Pump Station 1499 Main St Irvine, CA 92714





Rocky Point Pump Station 1800 W Coast Hwy Newport Beach, CA 92663





# Photography from 2022.

Revision: 7/05/2024

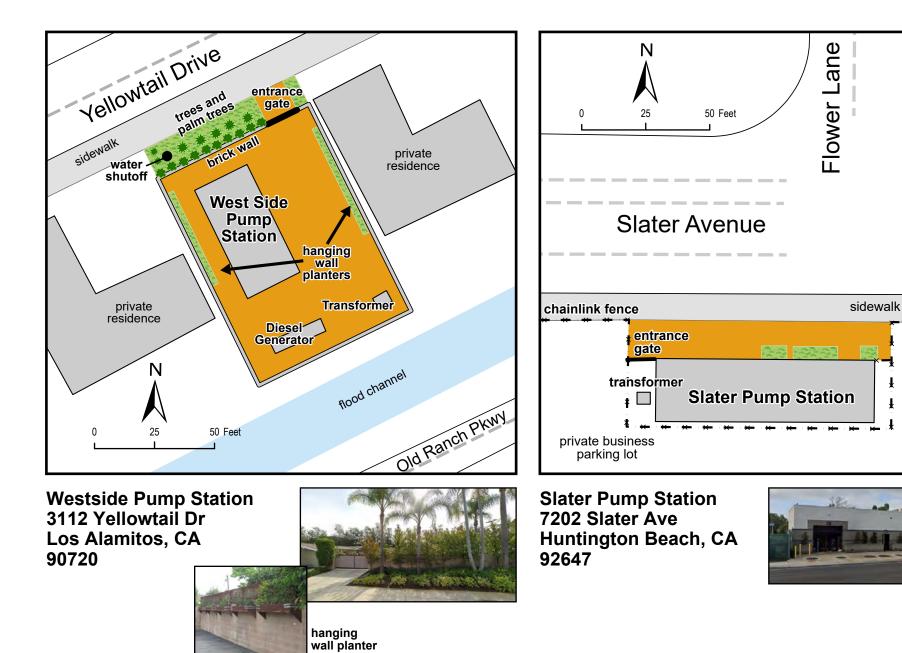
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# **Pump Station Landscapes**

Page 1 of 2

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Turf Tree Planter Palm Blowing Gravel or Dirt NOTE: All scales are approximate. Photography from 2022. Revision: 7/05/2024

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# **Pump Station Landscapes**

Page 2 of 2

frontage

street

private business

parking lot

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