

AGREEMENT NO. 2019-159A

FIRST AMENDMENT TO MAINTENANCE CONTRACT

This First Amendment to Maintenance Contract Agreement No. 2019-159 ("Amendment") effective date of July 1, 2020, is entered into between the City of Camarillo, a California general law city and municipal corporation (City), and Landscape Development Inc., dba Enhanced Landscape Management, a California corporation ("Contractor") collectively referred to as the Parties.

RECITALS

A. The Parties have entered into a written agreement entitled "Maintenance Contract Agreement Number 2019-159" having an effective date of January 1, 2020, ("Agreement") to provide for certain maintenance services in the amount of \$6,336,708 as outlined in Exhibit A of Agreement from Contractor.

B. The term of the Agreement is forty-two months ending June 30, 2023. The Agreement includes provisions for two, one-year extensions.

C. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

D. The parties desire to modify the Scope of Work in accordance with Section 16.5 of the Agreement.

Section 1. Amendment. The Agreement is amended as follows:

Reduced landscape maintenance services due to COVID-19 budget impacts for Areas 1, 2, 3, 4, and 5 starting July 1, 2020 through June 30, 2023 per attached Exhibit A – Scope of Work.

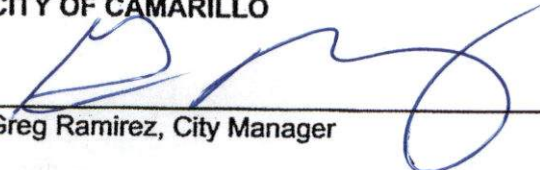
Section 2. Compensation and Payment. This First Amendment to the Maintenance Contract is for a not-to-exceed amount of \$1,471,339.80 for Fiscal Year 2020/21, per attached Exhibit B, for a total agreement amount not-to-exceed \$5,498,179.40 through June 30, 2023 including annual CPI increases.

Section 3. Continuation of Terms of Agreement. Except as expressly modified by the terms and provisions of this document, the remaining terms and provisions of the Agreement remain in full force and effect.

[Signatures on the following page.]

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this First Amendment, Agreement No. 2019-159 to be executed as of the Effective Date above.

CITY OF CAMARILLO



Greg Ramirez, City Manager

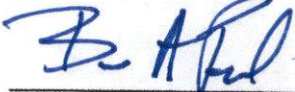
ATTEST:




Jeffrie Madland, City Clerk

APPROVED AS TO FORM:

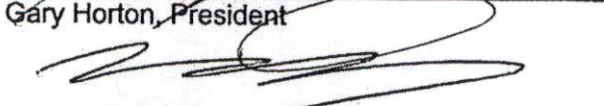
BRIAN A. PIERIK, CITY ATTORNEY



LANDSCAPE DEVELOPMENT INC., dba ENHANCED LANDSCAPE MANAGEMENT



Gary Horton, President



Timothy Myers, CFO

Camarillo Business Tax Certificate No. 007907

Expiration Date: 05/31/2021

EXHIBIT A

SCOPE OF WORK

LM-2014-1 (REBID) LANDSCAPE MAINTENANCE SERVICES AREA 1,2,3,4 AND 5

1. Scope of Work

This specification establishes the standards for the maintenance of the landscaped and hardscaped areas within the City of Camarillo (City).

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this specification.

Contractor shall furnish all labor, equipment, materials, tools, traffic control devices and special skills required to perform the landscape and hardscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the landscaping shall include, but not be limited to, hand watering at the Camarillo Ranch House, other facilities, planters, medians, parkways and turf areas as necessary, wiping down Camarillo Ranch House features, mowing, trimming, pruning, fertilization, aeration, irrigation checks, litter/debris removal, planting of annuals, application of fertilizer to trees, shrubs, ground cover and turf, weed control, insecticide/herbicide application, cultivation, pest control, tree pruning, dethatching, plant replacements, renovation, servicing and cleaning trash receptacles and ash urns, cleaning and wiping down street benches, decorative light poles, drinking fountains and statues, servicing City-maintained parking lots, servicing the bike trails, servicing decomposed granite (DG) walking paths, servicing pet waste disposal dispensers, sandbagging, and cleanup of drainage facilities. Contractor will be responsible for the removal of trash and accumulated debris from site and appurtenant maintenance services specified hereunder within the boundaries of the City of Camarillo. It is the intent to schedule maintenance to keep all areas in a state of healthy vigorous growth. Note it is the Contractors responsibility to allot for time necessary for hand watering various areas as necessary and required per Landscape Inspectors direction.

Contractor will submit a weekly maintenance schedule to the Public Works Director or designee scheduling the maintenance operations that includes, but is not limited to, cleaning and/or emptying of trash and ash urn receptacles, tree pruning, aeration, dethatching, insecticide/herbicide application, irrigation checks; litter/debris removal, servicing trash receptacles, planting of annuals, cleanup of drainage facilities, and application of fertilizer to trees, shrubs, ground cover and turf.

2. Utilities

City will provide water and electricity at no cost to Contractor. However, Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis

or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from payments will be presented to Contractor by City.

3. Interpretation of Contract and Specifications

Should there appear to be any uncertainty, ambiguity or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any portion hereof of the applicability of the provisions hereof to Contractor or the performance required hereunder, the Public Works Director (Director) shall be consulted and his/her decision thereon shall be final and conclusive. References to the Public Works Director in these specifications/scope of work may be delegated to the appropriate personnel within the Street Division.

4. Term and Exclusiveness of Contract

City anticipates that it will require maintenance services for approximately 42 months commencing on the Effective Date, and may be extended for up to 2 additional one-year periods, based upon mutual agreement of the Parties. Starting Fiscal Year 2021/22 the Contractor may submit a request for adjustments to compensation for cost-of-living increases based on the Consumer Price Index (CPI) appropriate for Ventura County. The request for the increase must be submitted to the Director by March 31st of each year that a request is made. The time period to determine the CPI increase will be measured from January of that current calendar year to January of the previous calendar year. Such increase shall not become effective until July 1st of the next Fiscal Year.

If City elects to extend the services, it shall notify Contractor 120 days prior to expiration. Contractor shall have 30 days to respond in writing its intentions to extend or terminate. If Contractor fails to respond within the required 30 days, City will deem Contractor as nonresponsive. City will begin preparing a Request for Bids.

From the date of award, contractor agrees to provide professional landscape maintenance services.

5. Scheduling

Contractor shall provide a weekly maintenance schedule to City's Landscape Inspector prior to commencement. This shall include mowing, irrigation maintenance and other duties listed in these specifications/scope of work. Any changes shall be reported in writing to the Landscape Inspector prior to commencement of work. In addition, the Contractor will contact the Landscape Inspector daily to communicate the daily contract staffing level and the areas they will be assigned.

The Director shall have the right to alter or change this schedule on a temporary or permanent basis to best meet the needs of City. No additional cost shall be incurred by City for any work schedule modifications which do not increase frequencies.

6. Storage Facilities

City shall not provide any storage facilities for Contractor. The Contractor shall arrange for and maintain a secure storage site/yard in the City of Camarillo City limits for all equipment and materials. Contractor will be given 90 days to make arrangements.

7. Traffic Control

- (a) All traffic control for lane closures shall conform to the most current version of the following publications:
 - 1. Manual on Uniform Traffic Control
 - 2. Work Area Traffic Control Handbook
 - 3. Caltrans Traffic Manual, Current Edition
- (b) All traffic control lane closures shall be subject to change by the Director.
- (c) The Street Division and Traffic Division shall be notified 24 hours in advance of any lane closures of more than 4 hours, except on Lewis Road where the Street Division and Traffic Division shall be notified 72 hours in advance.
- (d) Traffic control in general not requiring a complete lane closure.
- (e) Job site work zones still require traffic control per the publications noted above even if there is no lane closure.
- (f) Included in these specifications/special provisions (**Appendix C**) are typical traffic control plans for Lewis Road and Daily Drive.

8. Response to Inquiries: Calls and Emergency Situations

Contractor shall maintain an office at a fixed location and shall maintain a telephone there listed in the telephone directory in its own name or in the firm name by which he/she is most commonly known and shall at all times have a responsible person(s) employed by Contractor to take the necessary action regarding all inquiries and complaints that may be received from property owners or from the Director.

This person(s) shall be reachable 24 hours per day. An answering service shall be considered an acceptable substitute to full-time coverage, provided Contractor is advised of complaint(s) within one (1) hour of the beginning of Contractor's workday. The telephone of said Contractor shall be on the exchange or exchanges within City or a toll-free number.

Contractor shall provide sufficient personnel at areas of responsibility every day for emergency purposes and to provide normal maintenance. In the event Contractor's crews are not scheduled to work every day in the City, they shall be able to respond within two (2) hours upon notification of complaints.

Contractor shall maintain a written log of all such complaints, the date thereof and the action taken pursuant thereto or the reason for non-action. This log shall be given to the Director at the weekly meetings.

All complaints shall be abated as soon as possible after notification, but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately in writing the reason for not abating such complaints.

Contractor may be requested by the Director to perform special tasks that are above its normal scheduled work, e.g., citizen action requests, coordination with utility locations or special work orders. It is intended that the specifications are indicative of the work to be anticipated by Contractor and will allow for additional work at no additional cost to the City considered normal maintenance to meet the objectives and criteria.

9. Irrigation

Irrigate as required to maintain adequate growth rate and appearance and in accordance with a schedule agreed to by the Director and Contractor. The Director shall have the ability to change the irrigation schedule as the need develops. Contractor is responsible for repairs and replacement of all materials after the water meter including, but not limited to the following:

- ♦ Flow sensors
- ♦ Water pumps
- ♦ Mainlines
- ♦ Valves
- ♦ Lateral lines
- ♦ Sprinkler heads
- ♦ Controller enclosures
- ♦ Electrical repairs
- ♦ Hose bibs
- ♦ Drip hoses and emitters
- ♦ Valve boxes and lids
- ♦ Quick couplers
- ♦ Fertilizer injector
- ♦ Irrigation controllers, solenoids, wiring
- ♦ Batteries, communication cables and antennas; controller batteries shall be changed out annually in December.

- (a) Contractor shall provide competent and fully trained irrigation personnel. Irrigation personnel shall be fully trained in all phases of landscape irrigation systems operation, maintenance, adjustment, programming and repair. Irrigation personnel may be required to pass a test given by the Landscape Inspector to prove his/her competency in this field. Failure to pass such test shall preclude this individual from working on City irrigation systems, or until such test is passed.

To facilitate the requirements of this contract, it is required that the irrigation personnel be provided with a Rain Master Pro Max remote transmitter.

- (b) Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and the relationship of conditions, which affect day and night watering. This may include manual operation of the irrigation system during periods of windy or inclement weather.
- (c) In areas where wind creates problems of spraying water onto private property, walkways or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity.
- (d) Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for coverage, adjustment and clogging of lines and removal of obstacles, including plant materials that obstruct the spray. Contractor shall raise heads as necessary to provide optimum irrigation coverage.
- (e) Irrigation systems shall be regularly flushed through the end of each line.
- (f) Contractor shall check all systems weekly, including slope areas, and adjust and/or repair sprinkler heads causing excessive runoff or which throw directly onto the roadways, v-ditches or sidewalks. All repairs shall be made prior to the next scheduled irrigation cycle. In the event that repairs cannot be made prior to the next scheduled irrigation cycle, the system shall be shut down and the Director shall be immediately notified. A weekly operational test of the entire system shall be made and controller log shall be signed and dated indicating system test was performed. Test reports must be in a format approved by City. A schedule shall be submitted by Contractor at the start of the contract showing the location, day of week and time of day that each controller system will be tested.
- (g) A soil probe or tensiometer shall be used to determine the soil moisture content in various areas.
- (h) Contractor shall observe and note deficiencies occurring from the original design and review these findings with the Director so necessary improvements can be considered. Defective irrigation controllers shall be reported immediately.
- (i) Contractor shall repair all leaking or defective valves, heads, emitters, risers, and mainline breaks within 24 hours unless extended by the Landscape Inspector. In the event of such extension, it shall be Contractor's responsibility to shut down the system, and Contractor shall be required to provide water to affected areas.
- (j) The responsibility of testing and certifying all irrigation backflow prevention devices will be the responsibility of City.
- (k) In the course of making repairs, no open holes shall be left unattended unless properly covered and barricaded. No thoroughfares, such as sidewalks and streets, are to be blocked without prior written approval of the Director.
- (l) Replacements will be of original materials unless otherwise approved by the Landscape Inspector.

(m) Irrigation Controllers:

1. Controllers will be monitored weekly for proper operation, proper setting for water application, and time of day of application.
2. All areas will be watered between the hours of 12:00 a.m. to 6:00 a.m., unless other times are authorized.
2. Water can only be on during daylight hours for repairs or for special authorized conditions.
3. It is the intention of City to conserve water as much as possible while still allowing ample water to stimulate plant growth. City's Landscape Inspector will review the watering schedule with Contractor regularly and will review water consumption. The Director will make the final determination of the amount of time set for watering for each controller. Contractor shall be responsible for adjusting controllers. Contractor shall notify City 24 hours prior to running irrigation systems during restricted watering hours.
4. Contractor shall maintain battery backup on all electrical controllers in case of power failure and maintain solar irrigation controllers. Contractor shall turn off all irrigation controllers during rainstorms or before expected rainstorms, or as directed by the Landscape Inspector.
5. Contractor shall turnoff all controllers when the temperature drops below or when the temperature is expected to drop below 45° Fahrenheit to prevent possible icing of walkways and roadways. Contractor will return to normal operations as conditions improve.
6. Controller Repair: Controllers will be serviced and/or repaired within seven (7) days of notification by City. In the event that such repairs are being made, Contractor shall provide a "loaner panel" or water systems manually until such repairs have been made. City, at its discretion, may replace non-repairable or obsolete controllers.
7. Contractor shall keep irrigation controller cabinets/pedestals free from dust, debris, graffiti and pests, e.g., ants. Cabinets/pedestals shall be cleaned a minimum of once a month or as often as needed to keep electrical components clean and working properly.

(n) Wiring and Solenoids:

Contractor is responsible for proper maintenance and repair of wiring and solenoids from the main source to the automatic timer and from the automatic timer to each valve in the system. All splices to wiring shall be in approved pull boxes with the wire identified with a "Christy" I.D. Tag, corresponding to the valve sequence number. All communication and sensing cable shall be protected in place and shall be repaired by Contractor when necessary. In no case shall the integrity of the wiring system be compromised.

(o) Main Line:

The main line begins on the discharge side of the water meter. Contractor is responsible for its proper repair and maintenance. Should extensive damage develop due to a main line break caused by persons or events other than Contractor, Contractor will repair the damage. It will bear the total labor cost and a maximum of \$300 of the wholesale material costs. City will pay the balance upon approval.

(p) Valves:

All valves will be monitored for leaks and repairs weekly or as needed for proper operation. Leaking valves must be repaired within 24 hours of notification. All automatic valve replacements will be equal to existing manufacturer's specifications or better. Valve boxes shall be kept free of all debris and valves shall be readily accessible.

(q) Lateral Lines:

All pipes from the valves are lateral lines. These lines will be kept in good working conditions at all times. Repairs are Contractor's responsibility.

(r) Sprinkler Heads:

All sprinkler or irrigation heads will be monitored weekly or as needed in order to maintain proper operation and coverage over turf, shrubs and ground cover. This includes adjustment, cleaning, repairs and replacement of missing or non-repairable heads and emitters. Malfunctions due to normal wear shall be repaired by Contractor at Contractor's expense during regular service visit.

(s) Irrigation/Backflow Enclosures:

Enclosures for backflow and controllers shall be chipped of rust and dirt and painted with an epoxy exterior paint a minimum of one (1) time per year between the months of November and March, or as required to maintain good working order and appearance. Contractor shall be responsible for providing and installing standardized locks on all enclosures. Keys shall be supplied to the Director. Contractor shall be fully responsible for all equipment which has not been provided with locks.

(t) Electrical Repair:

Contractor shall be responsible for care of all electrical beginning at the meter for each system.

(u) Vandalism and Theft:

Contractor will bear the total labor and maximum of \$100 of the wholesale material costs arising from acts of vandalism and/or theft of City property which has not been caused by Contractor's operations or negligence, or its employees.

City will pay the balance of materials cost upon approval. The Director shall be notified immediately by Contractor in regard to any committed acts of vandalism and/or theft. Vandalism must be verified by the Landscape Inspector prior to repairs by Contractor. Contractor shall be responsible for taking pictures of vandalism and e-mailing them to the Landscape Inspector. Damaged materials will not be considered vandalism unless a police report is filed by Contractor and a copy with pictures is given to the Landscape Inspector.

10. Turf Care

- (a) Mowing: Weather permitting, all turf areas are to be mowed bi-weekly to maintain the height specified below, with clippings mechanically collected and the borders neatly edged. Mowing patterns shall be changed as necessary to avoid the creation of ruts and soil compaction created from wheel tracks. City Hall and Constitution Park shall be mowed on Tuesdays prior to 2:00 p.m. Camarillo Ranch House shall be mowed on Wednesdays after 12:00 noon. Contractor shall mechanically trim around sprinkler heads to provide maximum water coverage. Irrigation shall not have run within 24 hours PRIOR to mowing. Contractor shall trim around planters, mowing strips, trees wells and walkways. An edging schedule is to be considered part of the mowing schedule and shall be concurrent with the above mentioned mowing schedule. Edging shall not be done by chemical methods, unless approved by the Landscape Inspector.

The Landscape Inspector may direct Contractor to hand water dry areas with use of quick couplers. Contractor shall spot-check soil moisture by taking tensiometer readings every other week.

Mow to the following heights:

Perennial Rye - 1" to 1¼" Fescue - 1¾" to 2¼".

Irrigate as necessary to maintain proper growth rate and optimum appearance.

- (b) Maintain Turf Areas in Weed-Free Condition:
1. A pre-emergent weed grass and broadleaf control shall be applied to all turf between January 1st and February 15th of each year.
 2. Chemical control of broadleaf weeds shall be initiated on an as-needed basis to maintain a "weed-free" turf condition, with applications a minimum of eight (8) times per year. This shall be the program for all turf grass areas. The Landscape Inspector shall be notified of all chemical applications in writing.
 3. Crabgrass in the turf areas and Bermuda grass or other noxious weeds in the planter beds shall not be allowed to become established. At the first indication of crabgrass infestation, the affected areas shall be sprayed.

- (c) Damage by Pests:

Any damage caused to the turf and/or planter/ground cover areas caused by pests/rodents shall be repaired by Contractor within 24 hours.

- (d) Fertilization: All turf areas are to be fertilized a minimum of five (5) times a year as follows:

Contractor shall provide the Landscape Inspector with a fertilization schedule prior to start of contract.

During the months of November and January, Contractor shall use Nitra King 22-3-9 or equivalent. Contractor shall apply material to achieve application of one (1) pound of actual nitrogen per 1,000 square feet.

During the months of February and April, Contractor shall use Turf Supreme 16-6-8 or equivalent. Contractor shall apply material to achieve an application of one (1) pound of actual nitrogen per 1,000 square feet.

During the months of May and September, Contractor shall use Sulfur Turf 25-5-5 sulfur coated product or equivalent. Contractor shall apply to achieve an application of $\frac{3}{4}$ pound actual nitrogen per 1,000 square feet.

During the month of October, Contractor shall use Turf Supreme or equivalent. Contractor shall apply to achieve an application of one (1) pound of actual nitrogen per 1,000 square feet.

Quantity verification for the applications shall be delivered to the Street/Landscape Division within one week following application.

11. **General Maintenance**

Contractor shall perform the following services:

- (a) All areas shall be maintained free of trash, glass, debris, leaf litter, pine needles, pinecones, fallen branches or windblown matter on a frequency as defined in these specifications or on the bid schedule, Monday, Wednesday and Friday. Old Town will continue to be maintained on a daily basis Monday through Friday.
- (b) Plant material encroaching onto or from City property shall be trimmed back to property line at City's discretion depending on circumstance, e.g., plants growing over fences and sidewalks from private property adjacent to contracted areas shall be trimmed back to property line.
- (c) In areas where drip systems are used, Contractor will be required to hose off or wash dust/soot off plant materials a minimum of twice per year or as needed to prevent plant damage and to provide a clean appearance.
- (d) Walkways: All hardscapes such as, but not limited to, sidewalks, curb and gutters, bike trails, pedestrian DG walkways, raised stamped medians and median noses, expansion joints and walls adjacent to contract sites, shall be kept clear of dirt, mud, trash, debris and weeds. Edges and shoulders of landscaped bike trails will be kept clear of trash and weeds. Contractor will be responsible for notifying the Director of vandalism, e.g., broken fence or graffiti, as soon as possible, but in no case longer than 48 hours after observance.
- (e) Bike trails: All bike trails that are landscaped and irrigated will be maintained as described in these specifications/special provisions and be kept clear of encroaching tree limbs and landscaping of adjacent properties, trash and weeds on a weekly basis. Trash receptacles will be emptied a minimum of three (3)

days a week, Monday, Wednesday and Friday. Doggy dispenser will be replaced as necessary and at Contractor's expense. Contractor will be responsible for notifying the Director of all vandalism, e.g., broken fence, stickers or graffiti, as soon as possible, but in no case longer than 48 hours after observance.

- (f) City Hall, Constitution Park, Metrolink Station, Dizdar Park street furniture and features, e.g., tractor, wagon, old farm equipment, benches, bike racks, kiosks, statues, and urban art will be wiped down and cleaned carefully on a bi-weekly basis. Old Town and Camarillo Ranch House street furniture and features will be wiped down and cleaned carefully on a weekly basis.
- (g) **Facilities Policing:** Metrolink Station, Dizdar Park, City Hall, Constitution Park, Paseo Camarillo Bus Stop, Camarillo Ranch House and the Camarillo Libraries (new and old) will be policed on Monday, Wednesday and Fridays early mornings, no later than 7:00 a.m. Old Town will continue to be policed/maintained on a daily basis Monday through Friday. Contractor shall police the landscape and parking lot areas identified for the purpose of removing shopping carts, trash, rubbish and any accumulated debris that is unsightly or constitutes a safety hazard. Shopping carts will be returned to their rightful owner. In cases where the shopping cart owner cannot be identified, the cart will be taken to the City Corporation yard. Areas to be policed include, but are not limited to, the platform, walkways, parking stalls, pavilion, curbs and gutters. Contractor will be responsible for notifying the Director of all vandalism, e.g., broken fence or graffiti, as soon as possible, but in no case longer than 24 hours after observance.
- (h) Mechanical blowing devices shall not be used after 9:00 a.m. at these locations: Dizdar Park, Old Town, City Hall, Constitution Park, Paseo Camarillo Bus Stop and the new Library. Additionally, they shall not be used in the vicinity of parked vehicles or when pedestrians are present.
- (i) **Lewis Road:** Hedge work along Lewis Road, between Lewis Road and the rail road tracks will be provided as necessary per the direction of the Landscape Inspector. That work assignment will be done by a separate crew that is not assigned to the daily activities outline in LM-2019-1 (REBID) specifications/scope of work.
- (j) **Weekly Services On and Along Arterial Streets:** On the first working day of each week, Contractor shall perform the following weekly services on and along arterial streets. This service shall be done in the early morning, and completed no later than 12:00 p.m. Contractor will be responsible for notifying the Director of vandalism or graffiti as soon as possible, but in no case longer than 24 hours after observance.
 - 1. Remove litter, trash and garage sale signs from street lights, traffic signs and City right-of-ways including parkways, medians, streets and sidewalks.
 - 2. Pick up shopping carts and return them to their rightful owner. In cases where the shopping cart owner cannot be identified, shopping cart will be taken to City Corporation yard. This work will be considered additional work outside of the General Maintenance listed in these special provisions/specifications. It is expected this work will be assigned to an additional crew to specifically do this required task.

Arterial streets are identified as: Las Posas Road, Ponderosa Drive, Carmen Drive, Arneill Road, Daily Drive, Earl Joseph Drive, Paseo Camarillo, Lantana Street, Rosewood Ave, Mobil Ave, Temple Ave, Flynn Road, Ventura Blvd, Lewis Road, Adolfo Road, Mission Oaks Blvd, Upland Road, Woodcreek Road, Oak Canyon Road, Santa Rosa Road, and Pleasant Valley Road.

12. **Dizdar Park**

Dizdar Park shall have the sand around the play equipment cleaned and raked bi-weekly. The sand will also be rototilled a minimum of twice a year to keep sand loose and friable. The sand will need to be replenished as necessary to keep a minimum of 12" worth of sand and to the height of the concrete curb that surrounds the sand area. The picnic tables, BBQ grills and the drinking fountain shall be washed and cleaned Monday, Wednesday and Fridays. Doggie bag dispenser shall be maintained as outlined in these specifications/special provisions.

13. **Camarillo Ranch House**

The Camarillo Ranch House shall be serviced a minimum of three (3) times a week: Wednesday, Thursday and Friday or at the direction of the Landscape Inspector. General maintenance of planter beds, fruit trees, succulent beds, mowing, blowing of parking lot and walkways, wiping down and/or cleaning benches, picnic tables and Ranch House features shall be serviced on Wednesday no earlier than 12:00 p.m. (noon) or at the direction of the Landscape Inspector. Routine irrigation checks will be done on Thursdays and as necessary for post-special event irrigation and landscape damage inspections or at the direction of the Landscape Inspector. Friday service shall consist of trash and debris removal, blowing the parking lots and walkways, wiping down and cleaning park benches and picnic tables. These tasks shall be performed no later than 9:00 a.m. Contractor shall account for two (2) hours per week on Thursday for hand watering pots, planter beds and areas as directed by the Landscape Inspector.

14. **Trash Receptacle Service**

- (a) All trash receptacles and ash urns noted on landscape maps, including slope areas and landscaped bike trails, shall be emptied a minimum of three (3) times per week: one service each on Monday, Wednesday, and Friday. Some areas may require additional services. Extra services will be provided at no additional cost. Receptacles and ash urns at the **Metrolink Station, Dizdar Park, City Hall, Paseo Camarillo Bus Stop, and Constitution Park** will be serviced in the early mornings, Monday, Wednesday and Friday, no later than 7:00 a.m. Trash liners for receptacles will be at Contractor's expense. Camarillo Ranch House and Old Town will be serviced daily in the early mornings Monday through Friday no later than 7:00 a.m.
- (b) Contractor shall clean up any overflow trash which may have collected around trash receptacles.

- (c) Receptacles shall be washed a minimum of once per month and lids shall be cleaned weekly.
- (d) Contractor is responsible for any repairs necessary to properly secure the lids to the bases of the trash cans.
- (e) Any vandalism to the receptacles should be reported immediately to the Director.

15. Pet Waste Disposal Dispensers

Contractor shall refill dispensers at locations noted on landscape maps as required to maintain a continuous stock and supply of waste disposal bags. Waste disposal bags will be supplied by Contractor.

16. Median and Parkway Maintenance for Shrubs, Roses, Vines, Ground Cover Care, Plant Replacement, and Mulching

Fertilization: Contractor shall provide the Landscape Inspector with a fertilization schedule prior to start of contract. Shrubs, trees, vines and ground covers shall be fertilized four (4) times per year in February, May, August and November. Fertilization shall start on the first Monday of the month and finish by the first Friday of the month.

Granular: Apply a balanced fertilizer (Apex 21-7-6 Super Iron Top Dress) or equivalent at manufactures suggested rate.

Water-Soluble: Apply with use of Fertilizer Injectors or Foliar Application. Apply a balanced fertilizer (Grow More 20-20-20) or equivalent at manufacturer's suggested rate. Quantity verifications for the applications shall be delivered to the Street/Landscape Division within one week following application. No foliar application during windy conditions.

Additional Micro Nutrients Application Per Zone: Along with a balanced fertilizer application (4 times per year), Contractor shall allow for 35 pounds of Sequester 13.2% Iron Chelete and 35 pounds Sequester 5.5% Magnesium Chelete (per Areas 1, 2, 3, 4 and 5), to be applied at manufacturer's suggested rate, in areas as directed by the Landscape Inspector.

Shrubs

Median shrubs and mounding shall not exceed eighteen (18") inches in height within areas required for vehicular sight distance and median signage sight distance depending upon roadway topography. The Director may require additional clearance of some shrubbery or ground cover at some intersections and/or medians if needed for sight visibility.

Median height of shrubs shall be maintained as specified by the Landscape Inspector (typically 2 to 3 feet). Slope heights of shrubs shall be maintained (typically 3 to 4 feet). Trimming and edging shall be done as necessary per the Landscape Inspector but no

less than a minimum of **four (4) times per year**, e.g., Acacia, Myoporum, Plumbagos, Bougainvillea, Escallonia, Pittosporum, Cape Honeysuckle.

In addition to trimming frequencies described in these specifications/scope of work, bougainvillea and roses will be trimmed as necessary to keep them from growing into sidewalks, pathways or streets.

Spent flowers, flower stocks and leaves shall be removed no later than 2 weeks following bloom decline, e.g., Hemercolis, roses. The exception is in Assessment Districts Funded by Accounts 221-3311-433.35-15 through 231-3320-433.35-15 (Area 4, portions of Area 3 and Old Town). Those areas are to be maintained on a weekly basis. Spent flowers, flower stocks and leaves shall be removed no later than one week following bloom decline, e.g., Hemercolis, roses

Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.

Renovate shrubs according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate.

Contractor shall include in its proposal a unit price for a per-area, pre-determined amount of one-gallon and five-gallon shrubs to be removed and replaced at the discretion of the Landscape Inspector. The unit price is to include minor irrigation modifications.

Do not shear shrubs into mounds, balls or hedges unless specifically directed by the Landscape Inspector.

Shrubs shall be pruned, as required, for safety, removal of broken or diseased branches, general containment, or appearance.

Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.

Roses

Roses, including the Rose Garden at Constitution Park, shall be pruned annually during the month of January. This annual pruning shall consist of removal of all dead wood and undesirable growth. This pruning shall be considered major pruning and shall conform to the latest principles of pruning as outlined by the American Rose Society. After major pruning, the roses shall be treated with a dormant oil spray per manufacturer's directions. Roses shall be fertilized every 4-6 weeks throughout the season (March-December) with Grow Power Plus 5-3-1 per manufacturer's directions. Spent blossoms shall be removed *weekly* and all weeds and debris promptly removed from site. Minor trimming shall be conducted continually throughout the growing period for safety and to promote maximum bloom and vigor.

Vines

Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports. Additional ties will be provided by City. Do not use nails to secure vines on masonry walls. Pruning of vines will be in accordance with good horticultural practices. Vines shall be trimmed to prevent creepage into planter beds, trees, flood control channels, e.g., Ponderosa Drive-Carmen Drive County v-ditch, and to prevent detachment from walls. Height of vines shall be maintained as specified by City (typically within six inches of the height of the object upon which they are growing). Vines or bougainvillea that grow onto structures (e.g., the trellis on Ventura Blvd or at the Rose Garden in Constitution Park) shall be maintained in a clean and neat appearance and in a manner that promotes the health of the vine and safety to the public.

Ground Cover Care

Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up to trees or into tree well, shrubs or on structures or walls. Keep trimmed back approximately 12 inches from property lines, structures and walls.

All ground cover shall be edged as needed to prevent overgrowth on curb or sidewalk line. Medians and parkways ground cover height shall be maintained one (1) to two (2) feet. Trimming and edging shall be done as necessary per the Landscape Inspector but no less than a minimum of **four (4) times per year**, e.g., lantanas, myoporum, cotoneaster.

Cultivate and/or spray approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height, generally six (6) inches. The Landscape Inspector shall be responsible for determining objectionable height. Remove weeds by chemical or mechanical means as approved by City's Landscape Inspector. Contractor to confirm with all regulations necessary when applying herbicides during the course of this contract.

Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.

Plant Replacement

All shrubs, ground covers, roses and vines that die from neglect by Contractor will be replaced at Contractor's expense. This replacement will be done within seven (7) days after being notified by the Landscape Inspector to do so.

Mulching

In Assessment Districts Funded by Accounts 221-3311-433.35-15 through 231-3320-433.35-15 (Area 4, portions of Area 3 and in Old Town) the contractor must maintain 3 inches of City approved mulch material (Agromin ES2) or equal on all areas not covered by foliage (tree wells, parkways, medians). Replenish mulched areas a minimum of

once a year between February 1 and March 30. Quantity verification for mulch shall be delivered to the Streets/Landscape Division within one week following application.

Do not allow mulch to accumulate in trees wells or shrub well so as to be detrimental to the health of the trees/shrubs (e.g., crown/trunk rot).

17. Tree Care

City will be responsible for major tree maintenance. Contractor shall be responsible for minor pruning and trimming of trees which will include: tree well maintenance, correctional trimming and disposal of any dislodged broken branches up to five inches (5") in diameter, sucker growth located in or on the tree, and any branches hanging ten (10) feet or lower over sidewalks, pedestrian access areas or roadway. All tree wells will be kept clear of ground cover and mulch. Trees shall be pruned in accordance with the latest I.S.A. recommendations. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Contractor shall follow the attached tree staking and guying detail (see attached **Appendix A**). Additional tree stakes, ties and guys will be supplied by the City. Ties will be adjusted to prevent girdling. Contractor shall remove unneeded stakes, ties, and guys per City specification. Contractor shall replace broken stakes, as required. Trees which become girdled due to improper tree tie loosening or removal shall be replaced at Contractor's expense. Fertilizer shall be applied as indicated in Item 16, Median and Parkway Maintenance for Shrubs, Roses, Vines, Ground Cover Care, Plant Replacement, and Mulching. Mulching will only be required in Assessment Districts Funded by Accounts 221-3311-433.35-15 through 231-3320-433.35-15 (Area 4, portions of Area 3 and in Old Town), Slope Maintenance; Wilderness/Natural Habitat Areas bi-weekly identified in these specifications.

18. Weed Control

All weeds will be removed by either cultivation, chemical eradication, mechanically or by hand. Weeds are to be removed from all turf, shrub, tree wells, vine pockets, sidewalks, curbs, gutters, streets, bike trails, landscaped and paved medians, walkways, DG trails, open spaces, and ground cover areas within fourteen (14) days of becoming visible. In Assessment Districts Funded by Accounts 221-3311-433.35-15 through 231-3320-433.35-15 (Area 4, portions of Area 3 and in Old Town) weeds will be removed within seven (7) days of becoming visible.

Contractor shall apply an application of Pre-Emergent in all landscape areas at the recommended rate in October and March. The Landscape Inspector must receive a schedule of application prior to work beginning.

19. Annual Plant Allotment

Contractor shall be responsible to plant one-gallon and five-gallon shrubs randomly. Shrub replacements shall include removals and minor irrigation modifications as necessary or as determined by the Landscape Inspector.

Yearly Totals - Areas 1, 2 and 3

300 1-gallon size

250 5-gallon size

Annual Color change out locations and quantities as noted on the maps

Yearly Totals Area 4

300.....1-gallon size

250.....5-gallon size

Yearly Totals Area 5

200.....1-gallon size

From July 1, 2020 through June 30, 2023 Annual Plant allotments listed above will be required.

20. Pest Control

Contractor shall control all pests, including, but not limited to, gophers, moles, ground squirrels, fungus and disease, snails and insects. Any damage to plants, shrubs, trees, electrical lines, irrigation lines or other related materials caused by pests will be the sole responsibility of Contractor. The use of anti-coagulant rodenticides is prohibited unless authorized by the Director.

- **Slope Maintenance; Wilderness/Natural Habitat Areas (bi-weekly)**

- (a) Fertilization of Slope Areas.

- All slope areas shall be fertilized four (4) times per year in February, May, August and November. Fertilization shall start on the first Monday of the month and finish by the first Friday of the month. Contractor shall provide the Landscape Inspector with a fertilization schedule prior to start of contract.

- Granular: Apply a balanced fertilizer with the rate of each application to be one (1) pound of actual Nitrogen per 1,000 square feet using a 16-16-16 formula with trace elements.

- Water-Soluble: Apply with use of fertilizer injectors or foliar application. Apply a balanced fertilizer (Grow More 20-20-20) or equivalent at manufacturer's suggested rate.

- Invoices for the applications shall be delivered to the Street/Landscape Division within one (1) week following application.

- (b) Control pests, including gophers, moles, ground squirrels, snails and insects, as needed, to provide a healthy environment for plants and public. The use of anti-coagulant rodenticides is prohibited unless authorized by the Director.

Contractor, at its sole expense, shall replace shrubs, ground covers and trees that are destroyed by pests.

- (c) Maintain slopes weed-free. A weed is defined as an undesirable plant, as determined by Landscape Inspector.
- (d) In Assessment Districts Funded by Accounts 221-3311-433.35-15 through 231-3320-433.35-15 (Area 4 and portions of Area 3 and in Old Town) a weekly operational test of the entire irrigation system shall be done a minimum of once a week and controller log shall be signed and dated indicating system test was performed. In Areas outside the above referenced Assessment District and in Old Town operational irrigation checks will be done bi-weekly and the controller log shall be signed and dated indicating system test was performed. Test reports must be in a format approved by the City. Repair orders or emergency work is to be done immediately.
- (e) Trim and edge to maintain sidewalks, curbs, right-of-ways and v-ditches free of plant growth. Fallen tree branches shall be removed from site.
- (f) Drainage channels, v-ditches and debris basins in all areas and slopes: These areas shall be kept clean and weed-free at all times. Special cleaning shall be performed prior to a predicted rainstorm; e.g., Colony Drive (slope 5) slope and Ladera (slope 7) slope.
- (g) The following slope areas shall have debris raked and removed a minimum of twice a year; e.g., Colony Drive slope (slope 5), Laurel Park Drive, Mulberry Ridge Drive slope (slope 8), Oak Canyon Road slope (slope 10).
- (h) Height of shrubs shall be maintained three (3) to four (4) feet. Trimming and edging shall be done a minimum of **three (3) times per year**; e.g., Acacia, Myoporum, Plumbagos, Bougainvillea, Escallonia, Pittosporum, Cape Honeysuckle.

Contractor shall include in its proposal a unit price for a per-area, pre-determined amount of one-gallon and five-gallon shrubs to be removed and replaced at the discretion of the Landscape Inspector. The unit price is to include minor irrigation modifications.

- (i) Weeds are to be removed from all open space within 7 days of becoming visible.
- (j) All other areas of maintenance on slopes shall be per the requirements of the applicable sections of these specifications.
- (k) Wilderness/Natural Habitat Areas: These areas shall be maintained on a bi-monthly basis per the requirements of the applicable sections of these specifications.

21. Use of Chemicals (Pesticides)

Contractor shall perform and/or provide the following services:

- (a) Chemical Application: All work involving the use of chemicals will be accomplished by a properly trained person or persons. Pesticide training is to be conducted by a qualified applicator to all employees who will be handling pesticides or will be in close proximity of any application. A training log is to be

kept by each Contractor of its training and its participants. Safety Data Sheets (SDS) will be kept on all vehicles or on the person who is applying pesticides. All safety measures will be taken to ensure the safety of the public and the employees from any hazard.

- (b) Permits: Any chemicals requiring a special permit for use must be registered by Contractor, at Contractor's expense, with the County Agricultural Commissioner's Office. A copy of the permit must be provided to the Landscape Inspector prior to use.
- (c) Compliance with Regulations: All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to. See Municipal Stormwater NPDES Permit Requirements.
- (d) Log: Contractor shall provide City with a monthly log indicating the date, time, location, quantity and type of material applied. This log shall include, but not be limited to: fertilizers, pesticides, herbicides, seeds, amendments, mulches and growth regulators. Contractor shall notify City 24 hours prior to any such application.
- (e) Contractor shall insure compliance with all current regulations regarding the use of pesticides and chemicals as they become adopted by local, state and/or federal authorities.
- (f) City reserves the right to ban any chemical or pest control product from use at the project premises if it so deems necessary to protect the health and safety of the public.

22. Maintenance and Repair of Walkways and Miscellaneous Improvements

- (a) Walkways: Broken or damaged walkways will be the responsibility of City, except those walkways that have been damaged by Contractor, which shall be repaired at Contractor's expense. All walkways, hardscape raised stamped medians, gutters, parking stalls, v-ditches and sidewalks within the project area and adjacent to F-Canyon and Wilderness areas within Assessment Districts Funded by Accounts 221-3311-433.35-15 through 231-3320-433.35-15 (Area 4 and portions of Area 3 and Old Town). shall be cleaned when work is done a minimum of once a week. Areas outside of the Assessment Districts and Old Town shall be cleaned when work is done a minimum of once every two (2) weeks. Mechanical blower devices shall not be used in the vicinity of parked vehicles or pedestrians.
- (b) Ornamental Iron Gates and Fences: All ornamental iron gates and fences will be repaired by City except those damaged by Contractor which shall be repaired at Contractor's expense
- (c) Decomposed Granite (D/G) paths/medians and areas shall be replenished as necessary, weed free and free of ruts and/or hazards.
- (d) Drainage Channels, V-Ditches, and Debris Basins: These areas shall be kept clean and weed free at all times.

23. Maintenance Inspections

Contractor shall, at the discretion of the Landscape Inspector, perform a maintenance inspection during daylight hours of all facilities. Such inspection shall be both visual and operational. The operational inspection shall include operation of all sprinkler systems to check for proper operational condition and reliability. Any corrective work required as a result of an inspection, including minor irrigation repairs, shall be accomplished to the satisfaction of the Landscape Inspector within 24 hours.

24. Personnel

Contractor shall employ and utilize trained and qualified employees on a daily basis for the purpose of completing all work specified herein in a professional, safe, timely, accurate and physically responsible manner:

- (a) Supervisor shall have the authority to make decisions as the work progresses. Supervisors, Foremen, Crew-leaders, Irrigation Technicians, and Applicators must have the ability to send pictures of current field conditions to the Landscape Inspector upon request. Using smart phones for this task is acceptable. The Supervisors shall be capable of communicating effectively both in written and spoken English. Contractor's Field Supervisor shall meet with the Landscape Inspector at least once each week at the City's Corporation Yard, and as necessary, available to meet the Landscape Inspector upon request.
- (b) Irrigation personnel may be required to pass a test given by the Landscape Inspector to prove his/her competency in this field. Failure to pass such test shall preclude this individual from working on City irrigation systems.
- (c) Uniforms: All of Contractor's personnel shall be neat and clean at all times. Contractor shall provide, at its own expense, uniforms and name for all field personnel, which shall be worn at all times during performance of work.
- (d) All personnel shall wear clothing appropriate to the work, including, but not limited to, boots, long pants, uniform shirt, hardhat, safety vest and protective goggles and hearing protection. All personnel applying chemicals will wear clothing as required by the label of the chemical.
- (e) Contractor will contact the Landscape Inspector daily (before 7:30 a.m.) to communicate the staff that will be assigned to the City that day and the "Area" where that staff will be located.
- (f) The work within this contract is expected to be performed Mondays through Fridays from 7:00 a.m. to 4:00 p.m. Saturday work must be approved in advance. Only emergency work will be approved on Sunday.
- (g) Contractor shall train its employees on applicable Stormwater management requirements.

25. Vehicles

Contractor's vehicles shall be in good working order and shall be equipped with all necessary safety devices (including arrow boards) to meet City traffic standards. The

vehicles shall be clean and well maintained, with Contractor's name style clearly marked on them.

26. Compensation

- (a) Monthly Payment: Contractor shall present a monthly invoice on or before the 20th day of each month for all work performed during the preceding month as the total compensation for all services to be rendered by Contractor under the terms and conditions of this service. Additional compensation will be paid for extra work only if such work is or has been approved, in writing, by the Director or his/her authorized representative. Said payment shall be made on or before the 30th day of each succeeding month provided all required certifications for work performed during the preceding month have been submitted as requested by the Director in accordance with the provision of these specifications and the service.
- (b) Additional compensation will be paid for extra work only if such work is or has been approved in writing by the Director or his/her authorized representative.
- (c) All extra work due to unexpected circumstances, e.g., additional service areas, extreme weather event material loss, unexpected renovations, vandalism and/or accidents shall be requested in writing (Proposals or Quotes) and authorized by the Director before the work begins. Extra work performed will be done at the listed unit prices for shrub replacements and labor rates.
- (d) Contractor shall adhere to all conditions and schedules within these specifications. Failure to comply with the conditions, schedules or work in any of the phases above will be cause for City to delay payment or not authorize payment for that week for the area involved.
- (e) Newly-developed landscape areas may be added to this service at City's option during the period that the service is in force. In the event additions are completed, a monthly rate will be negotiated for all areas added. Said rate shall be compatible with initial rates for similar work. Deletions to the scope of work will be negotiated in the same manner. In either instance, City will amend the Contract for the "Additional Work." Contractor will acknowledge the Contract Amendment and return a signed copy with its signature accepting the Amendment.

27. Reimbursement from Third Party

City will assume the responsibility of obtaining reimbursement from any third party, if third party is identified, for costs arising from damage to irrigation systems, plants and shrubs, if the damage is brought to City's attention first by Contractor.

28. Drainage Facilities

Contractor shall be responsible for continual inspection and cleaning out all surface drains (e.g., Colony Drive slope, slope 5 and Ladera slope, slope 7) located within all slopes and landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Contractor shall remove

and dispose of any debris or vegetation that might accumulate preventing proper flow of water.

29. Inclement Weather

During periods of inclement weather, Contractor shall maintain its work force on the job site (unless it has previous approval from the Director) for the purpose of sandbagging, keeping drains clear, removing wind debris from the City right of way and/or any emergency tasks required to prevent damage to the contracted sites or City property. If Contractor's crews cannot complete normal scheduled maintenance, Contractor shall deduct from the monthly billing all regularly scheduled maintenance items for all days that landscape maintenance services are not performed. Contractor shall not be compensated for inclement weather days not worked. Crews shall resume normally scheduled work as soon as the weather permits. The same level of service will continue after the weather clears and the areas will look the same as they did prior to the inclement weather. Failure to show good progress on the work shall result in deduction of payments. Contractor shall re-stake and re-tie trees as required and/or directed. Contractor shall remove all branches and debris resulting from inclement weather.

30. Scheduled Work

If normally scheduled work is not completed, payment for that portion of the work not completed will be deducted from Contractor's monthly billing. Contractor shall adjust its work schedule to compensate for all holidays and inclement weather.

31. Municipal Stormwater Permit Requirements (per third term permit)

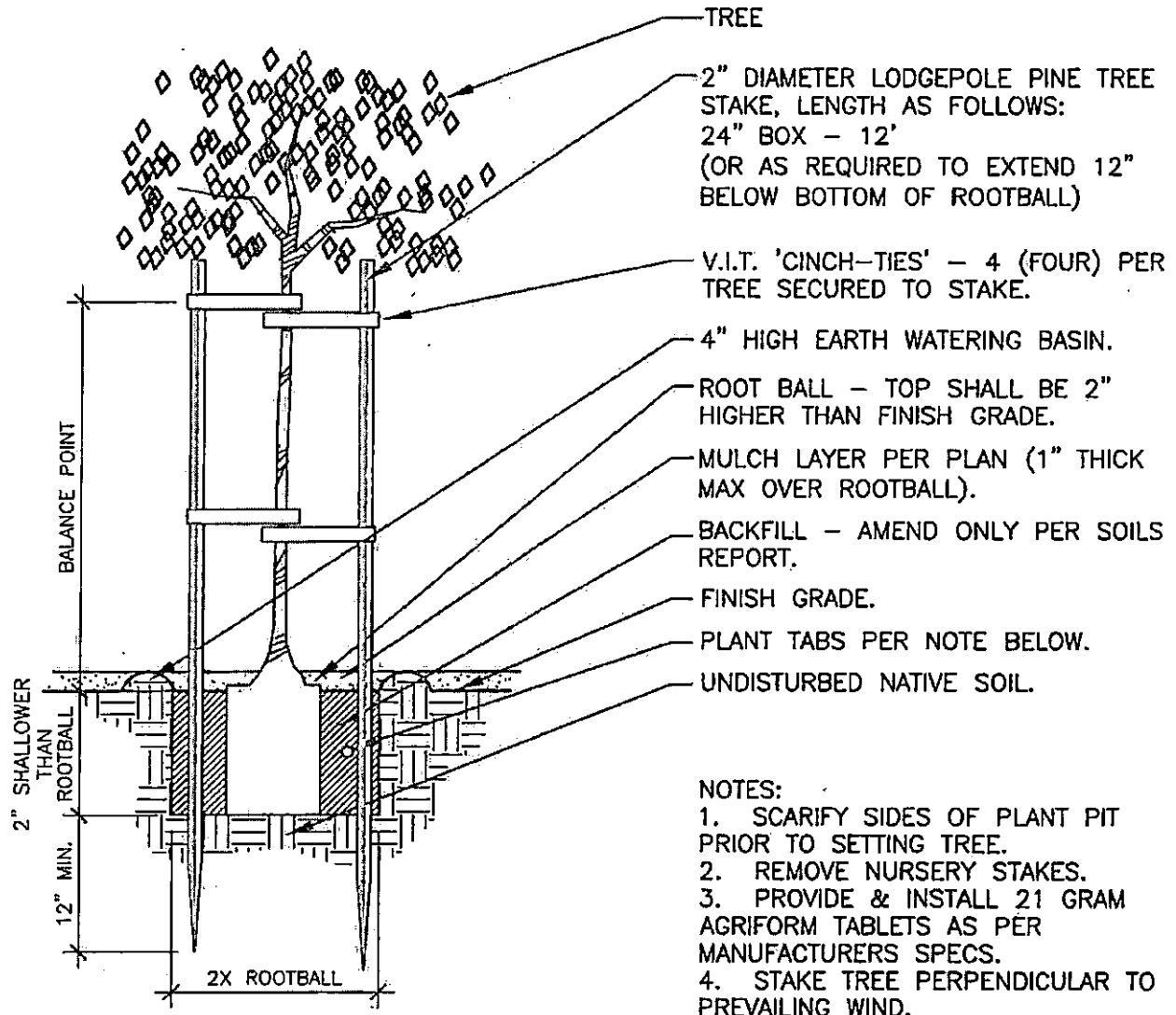
The Los Angeles Regional Water Quality Control Board (Regional Board) has issued a Permit that governs stormwater and non-stormwater discharges resulting from areas owned and operated by the City of Camarillo. The Regional Board Permit is **Ventura County Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002**. A copy of the Permit is available for review at http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/index.shtml

In order to comply with the Permit requirements, Best Management Practices (BMPs) have been developed that parties conducting the municipal activities must adhere to. These BMPs apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this Specification shall conform to the Permit requirements and BMPs and must be performed as described within all applicable BMPs. The Contractor shall fully understand the BMPs applicable to activities that are being conducted under this Specification prior to conducting them and maintain copies of the BMPs throughout the Contract duration. The applicable BMPs are included in **Appendix C** of this specification.

Evaluation of activities subject to BMPs performed under this specification will be conducted to verify compliance with BMP requirements and may be required through Contractor self-evaluation as determined by the City. For further information on the City's Stormwater Permit, contact the Stormwater Program Manager at 805-388-5391.

APPENDIX A



APPROVED:

CITY ENGINEER
PUBLIC WORKS
RCE 50878 EXPIRES: 9/30/2009

DATE

DEPARTMENT OF PUBLIC WORKS CITY OF CAMARILLO

Date: 11.10.08

Scale: NTS

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Drawing Title:

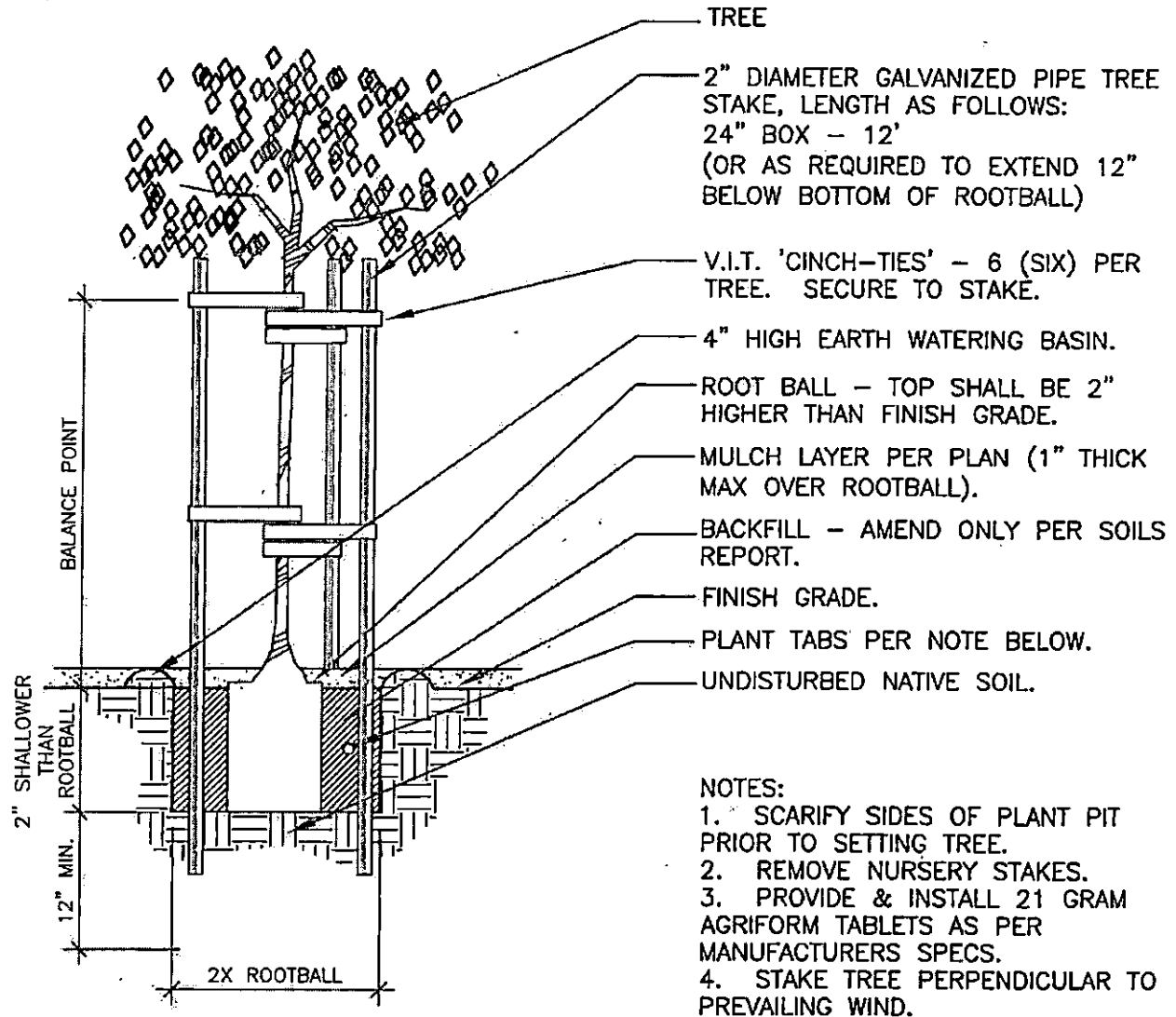
Tree Staking -
Double Stake

Detail No.

P-3

3 of 16

APPENDIX A



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PUBLIC WORKS
RCE 50878 EXPIRES: 9/30/2009

DATE

DEPARTMENT OF PUBLIC WORKS CITY OF CAMARILLO

Date: 11.10.08

Scale: NTS

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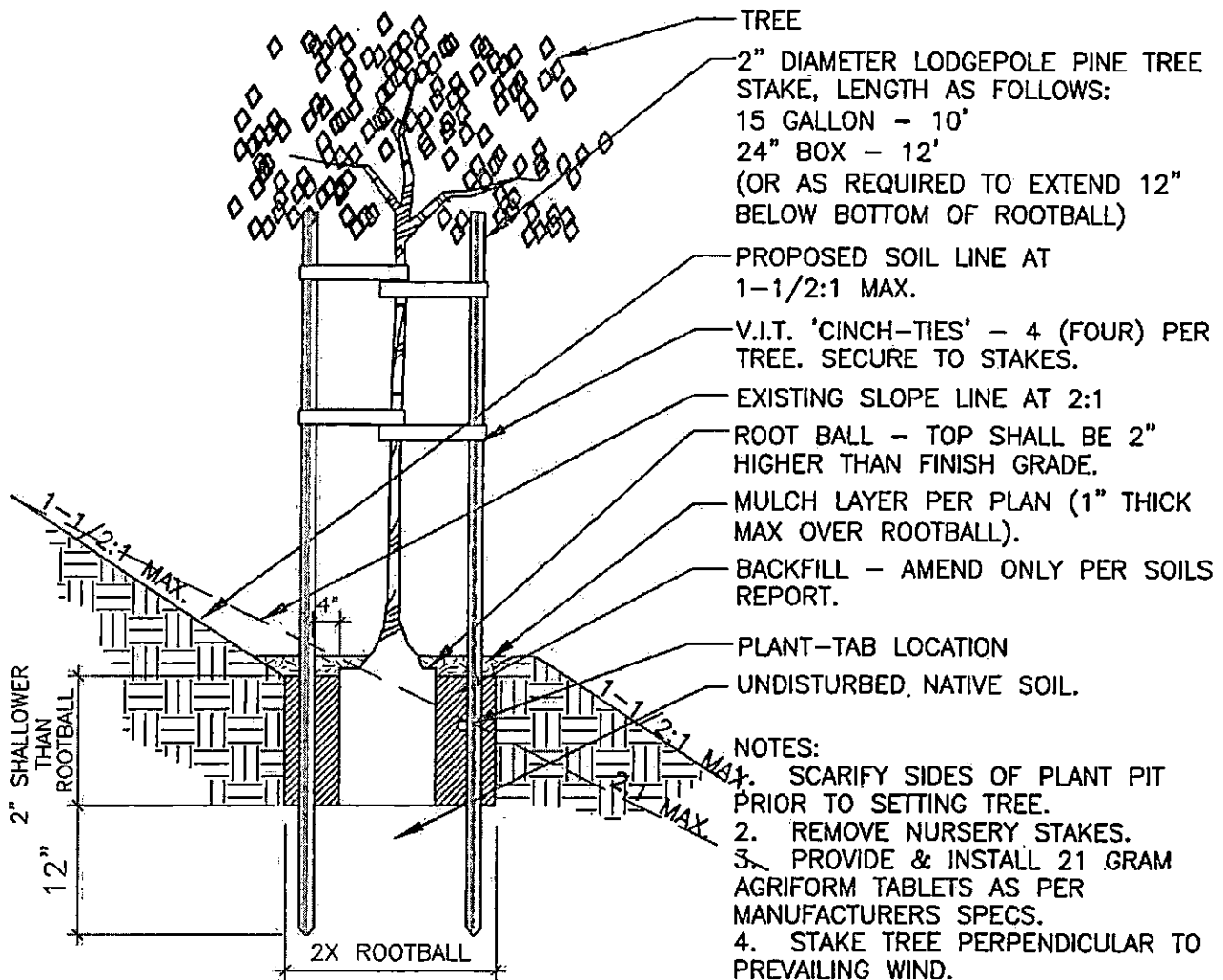
Tree Staking- Triple Stake

Detail No.

P-4

4 of 16

APPENDIX A



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RCE 50878 EXPIRES: 9/30/2009

DATE

DEPARTMENT OF PUBLIC WORKS CITY OF CAMARILLO

Date: 11.10.08

Scale: NTS

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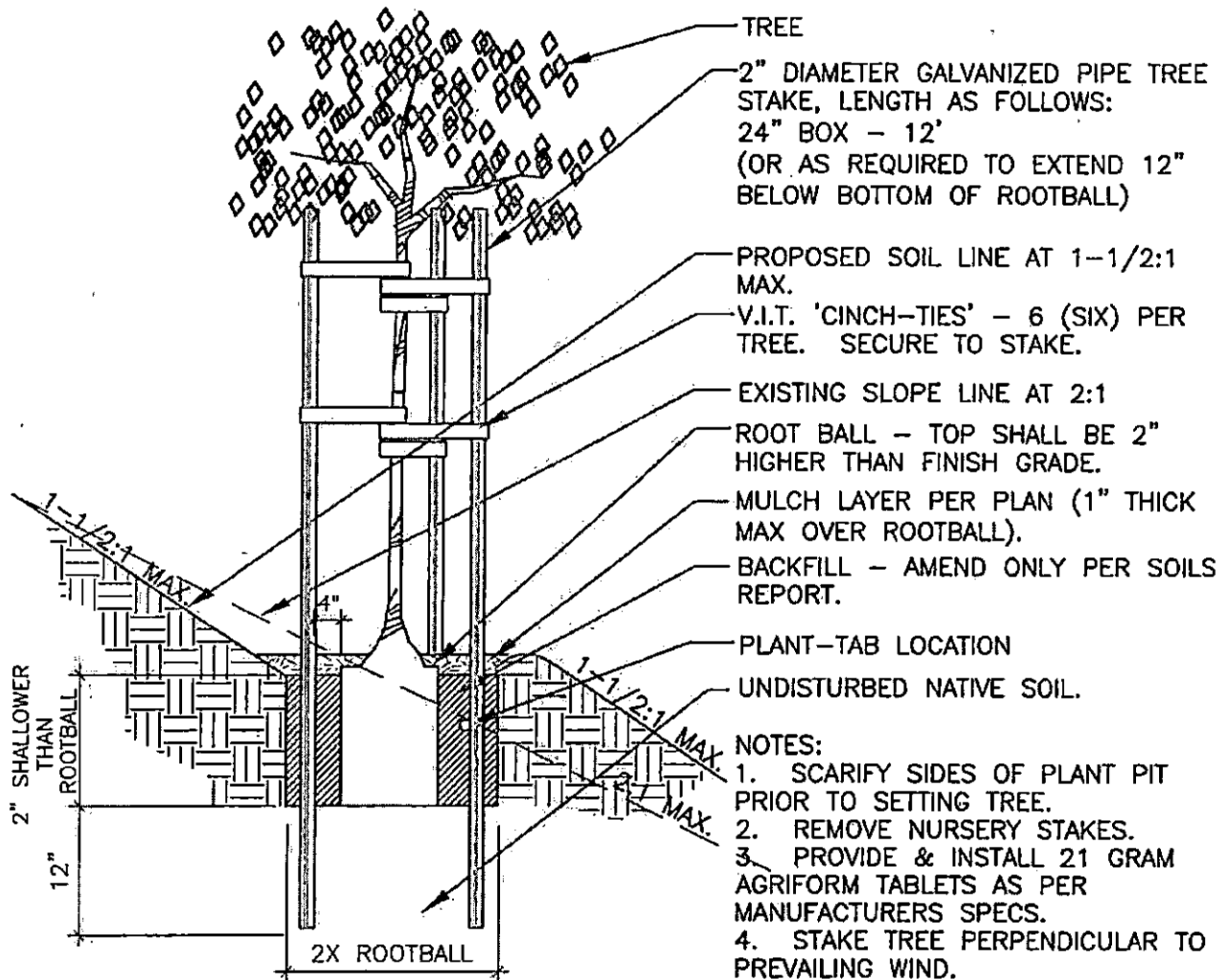
Tree Staking - Double
Staking on Slope

Detail No.

P-5

5 of 16

APPENDIX A



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DATE

DEPARTMENT OF PUBLIC WORKS CITY OF CAMARILLO

Date: 11.10.08

Scale: NTS

Drawn:

Drawing Title:

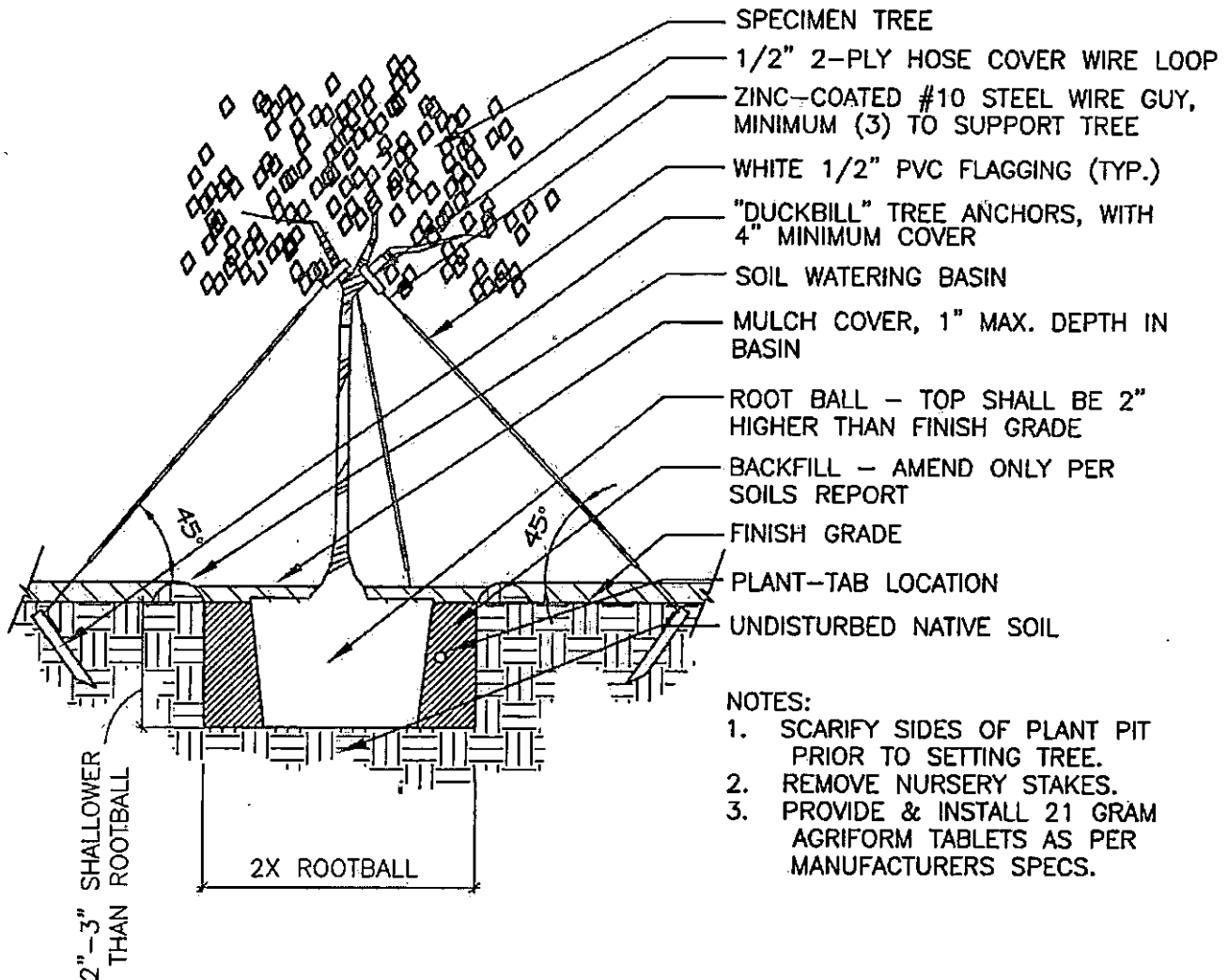
Tree Staking -
Triple Stake on Slope

Detail No.

P-6

6 of 16

APPENDIX A



NOTES:

1. SCARIFY SIDES OF PLANT PIT PRIOR TO SETTING TREE.
2. REMOVE NURSERY STAKES.
3. PROVIDE & INSTALL 21 GRAM AGRIFORM TABLETS AS PER MANUFACTURERS SPECS.

APPROVED:

CITY ENGINEER
PUBLIC WORKS
RCE 50878 EXPIRES: 9/30/2009

DATE

DEPARTMENT OF PUBLIC WORKS CITY OF CAMARILLO

Date: 11.10.08

Scale: NTS

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Drawing Title:

Tree Guying

Detail No.

P-7

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Appendix C

Ventura County Municipal Stormwater NPDES Permit Requirements

Appendix

Stormwater Permit Requirements.....	C
Table of Maintenance BMPs.....	C-1
Table of Construction BMPs.....	C-2
Integrated Pest Management Strategy/Protocol for Application of Pesticides, Fertilizers, and Herbicides.....	C-3

Appendix C – Stormwater Permit Requirements

1. Maintenance Activities Best Management Practices (BMPs)

Contractor shall insure that the BMPs identified in Table 10 of the Stormwater Permit are applied as applicable (see "Maintenance BMP Table" in **Appendix C-1**). The BMP fact sheets referred to in the table are downloadable from Caltrans Stormwater Quality Handbooks- Maintenance Staff Guide (CTSW-RT-07-057) available at <http://www.dot.ca.gov/hq/env/stormwater/special/newsetup/index.htm#SWMP>.

As outlined in the referenced BMP fact sheets, at a minimum drain inlets and watercourses shall be protected from potential spills, vegetative debris and sediment. Do not stockpile materials, pruning or clippings in or near stormwater drainage systems. Do not fuel equipment near drain inlets or watercourses. See additional minimum BMPs under "Construction BMPs section below".

2. Construction Best Management Practices (BMPs)

Contractor shall implement and comply with the appropriate construction program requirements and BMPs identified in Part 5.E. of the Ventura County Municipal Stormwater Permit (see "Construction BMP Tables" in **Appendix C-2**). The Construction BMP fact sheets identified in the tables are available for download from the California Stormwater Construction BMP Handbook at www.cabmphandbooks.com). As outlined in the referenced BMP fact sheets, the following minimum controls shall be implemented:

- Drain inlets and watercourses shall be protected from potential spills, construction materials and waste, vegetative debris and sediment.
- Sand bags or gravel bags and filter fabric shall be installed at all susceptible storm drain inlets and at manholes to prevent spills of paving, concrete, paint products or other construction materials that have potential to runoff.
- Do not stockpile materials, pruning or clippings in or near storm water drainage system. Protect stockpiles with a cover or sediment barriers during rainstorms.
- Liquid waste and concrete washout should be collected in a container with a secure lid and transported to the proper disposal facility.
- Solid waste shall be collected by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled or disposed of properly.
- Do not fuel equipment near drain inlets or watercourses.
- Construction activities should not be performed during rain events or prior to predicted rain events, unless required by emergency situations.

3. Sidewalk & Structure Rinsing/Trash Can Cleanouts

Contractor shall insure that no wastewater from the cleanout of trash cans, sidewalks, buildings or any other structures shall be allowed to enter the storm drain system (the storm drain system includes streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains). Sidewalk or structure rinsing shall be done with only high pressure and a low volume of water with no additives and at an average usage of 0.006 gallons per square foot of surface area to be rinsed. Any waste generated from the activity must be collected and disposed of properly and legally.

4. Required Stormwater Permit Training

Contractor must provide annual training no later than June 30 of each year for all their employees on the requirements of the Stormwater Permit. Written documentation of the training must be provided by the Contractor to the City's Stormwater Program Manager by July 15 for the prior year's training. The training shall include the following concepts.

- A. Promote a clear understanding of the potential for activities to pollute stormwater.
- B. Review appropriate maintenance and construction BMPs identified above and in BMP tables so employees have a clear understanding of their importance and implementation.
- C. Landscape & Pest Management Contractors: Review the adopted "Protocol for Application of Pesticides, Fertilizers, and Herbicides (referenced below and included at end of this Appendix). Review the potential for pesticide-related surface water toxicity. Review proper use, handling, and disposal of pesticides. Review the least toxic method of pest prevention and control, including Integrated Pest Management and the possibilities for reduction of pesticide use.
- D. Training shall address the identification, investigation, termination, cleanup, reporting and documentation of incidents of illegal discharges.

5. Integrated Pest Management Strategy/Standardized Protocol for Routine and Non-routine application of Pesticides

Contractor shall adhere to the City of Camarillo's Integrated Pest Management Plan (IPM) and related Ventura County Protocol for Application of Pesticides, Fertilizers, and Herbicides (Protocol) and any adopted revisions during the term of the contract. A copy of the current IPM Plan is attached as **Appendix C-3**. Major provisions of the Plan and related Protocol include:

- A. Minimize the use of pesticides and promote the use of non-hazardous alternative pesticides that are protective of human health and the environment.
- B. Ensure no application of pesticides or fertilizers are applied to an area immediately prior to, during, or immediately after a rain event, or when water is flowing off the area.
- C. Ensure that no banned or unregistered pesticides are stored or applied.
- D. Ensure that all staff applying pesticides are certified in the appropriate category by the California Department of Pesticide Regulation, or are under the supervision of a pesticide applicator certified in the appropriate category.
- E. Implement procedures to encourage the retention and planting of native vegetation to reduce water, pesticide and fertilizer needs; and
- F. Store pesticides and fertilizers indoors or under cover on paved surfaces or use secondary containment. Reduce the use, storage and handling of hazardous materials to reduce the potential for spills and regularly inspect storage areas.
- G. Keep specific records of pest management activities for city maintained areas (see the IPM Plan for copy of required "Monthly Pesticide Use Report").

Appendix C-1

Maintenance Activities BMPs (per Table 10 in Part 5.G. of Ventura County Stormwater Permit)

Maintenance Activity Specific BMPs (Table 10)	Page
General BMPs	B-4
Flexible Pavement	B-9
Asphalt Cement Crack and Joint Grinding/ Sealing	B-9
Asphalt Paving	B-10
Structural Pavement Failure (Digouts) Pavement Grinding and Paving	B-11
Emergency Pothole Repairs	B-13
Sealing Operations	B-14
Rigid Pavement	B-15
Portland Cement Crack and Joint Sealing	B-15
Mudjacking and Drilling	B-16
Concrete Slab and Spall Repair	B-17
Slope/ Drains/ Vegetation	B-19
Shoulder Grading	B-19
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Download above listed BMP fact sheets from Caltrans Guide #CTSW-RT-02-057 available at <http://www.dot.ca.gov/hq/env/stormwater/special/newsetup/index.htm#SWMP>.

Appendix C-2

Construction BMPs (per Tables in Part 4.F. of Ventura County Stormwater Permit)

Minimum Set of BMPs for All Construction Sites under 1 acre	CASQA Handbook
For Erosion Control	
Scheduling	EC-1
Preservation of Existing Vegetation	EC-2
Sediment Controls	
Silt Fence	SE-1
Sand Bag Barrier	SE-8
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Non-Storm Water Management	
Water Conservation Practices	NS-1
Dewatering Operations (Groundwater dewatering only under NPDES Permit No. CAG994004).	NS-2
Waste Management	
Material Delivery and Storage	WM-1
Stockpile Management	WM-3
Spill Prevention and Control	WM-4
Solid Waste Management	WM-5
Concrete Waste Management	WM-8
Sanitary/ Septic Waste Management	WM-9

Enhanced BMPs that are to be applied to construction located on hillsides or in areas that discharge directly to 303d listed water bodies or Environmentally Sensitive Areas (see VC Stormwater Permit for definition)

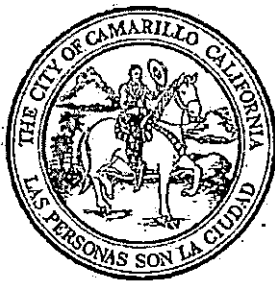
Enhanced Construction BMPs for Hillsides & 303D Listed Water Bodies	CASQA Handbook
Erosion Controls	
Scheduling	EC-1
Preservation of Existing Vegetation	EC-2
Hydraulic Mulch	EC-3
Hydroseeding	EC-4
Soil Binders	EC-5
Straw Mulch	EC-6
Geotextiles and Mats	EC-7
Wood Mulching	EC-8
Slope Drains	EC-11
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Non-Storm Water Management	
Water Conservation Practices	NS-1
Dewatering Operations (Groundwater dewatering only under NPDES Permit No. CAG994004)	NS-2
Vehicle and Equipment Washing	NS-8

Enhanced Construction BMPs for Hillsides & 303D Listed Water Bodies	CASQA Handbook
Vehicle and Equipment Fueling	NS-9
Vehicle and Equipment Maintenance	NS-10
Waste Management	
Material Delivery and Storage	WM-1
Stockpile Management	WM-3
Spill Prevention and Control	WM-4
Solid Waste Management	WM-5
Concrete Waste Management	WM-8
Sanitary/Septic Waste Management	WM-9

The above referenced Construction BMP fact sheets are available for download from the California Stormwater Construction BMP Handbook at www.cabmphandbooks.com.

Appendix C-3 – Integrated Pest Management Strategy & Ventura County Protocol for Application of Pesticides, Fertilizers, and Herbicides

CITY OF CAMARILLO INTEGRATED PEST MANAGEMENT STRATEGY



**Dated March 19, 2010
Revised February 27, 2014**

**Prepared by
Anita Kuhlman, Stormwater Program Manager
Leo Alamillo, Public Works Superintendent**

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ATTACHMENT A MONTHLY PESTICIDE USE REPORT

ATTACHMENT B NOTICE OF PESTICIDE APPLICATION

ATTACHMENT C Ventura Co. Protocol of Application of Pesticides, Herbicides & Fertilizers

1. MISSION

The mission of the City of Camarillo's Integrated Pest Management Plan is to promote environmentally sensitive pest management practices, while preserving assets and protecting the health and safety of the public and our employees. The City recognizes that responsible pesticide use can be a model of environmental stewardship. This strategy meets the current requirements of the Ventura County Municipal National Pollutant Discharge Elimination System (NPDES) permit; Order 2010-0108 including the Ventura County Protocol of Application of Pesticides, Herbicides & Fertilizers (see Attachment C).

2. GOAL

The goal of the Integrated Pest Management (IPM) strategy is to minimize the use of pesticides. The emphasis of this program is on the control of harmful pests and diseases and not their eradication. Insect, weed, and animal pests will be monitored to determine population size, when they occur and the impact they have on their respective environments. Injury levels and treatment thresholds will be specified in respective environments. Injury levels and treatment thresholds will be specified in order to know how to react using best management practices. In most cases, this will lead to the implementation of biological and physical controls. When it is determined that pest levels are at or will exceed threshold levels, a reasonable effort will be executed to use the least hazardous materials will be implemented first. Conscious efforts shall be implemented to replace pesticide applications with beneficial products where feasible in accordance with this policy.

3. PURPOSE

This strategy sets forth the guiding principles for development and implementation of IPM for the City of Camarillo. This strategy enables the City of Camarillo to:

- Create awareness among staff and the public on IPM techniques;
- Eliminate adverse impacts of pesticides on water quality in urban streams, groundwater and the ocean;
- Promote the use of non-hazardous alternative pesticides that are protective of human health and the environment;
- Apply pesticides in a manner that protects and enhances our natural resources and public health;
- Practice a consistent standard of integrated pest management and
- Maintain a leadership role in developing ecologically sensitive and aesthetically pleasing landscapes;

This IPM strategy also provides for periodical re-evaluation of pesticides used by the City of Camarillo. City and the City Contractor's employees involved in pesticide use will be able to make conscious decisions about the control mechanism selected and use

pesticides wisely. In addition, all contractors applying pesticides on behalf of the City of Camarillo will be required to comply with the IPM requirements.

4. PREFERRED PEST CONTROL PROCEDURES

At the IPM action level personnel will consider the options or alternatives listed below in the following order:

- Cultural controls (healthy plant, fertilization, competitive plants, etc.)
- Physical or mechanical controls (hand labor, mulch, mowing, weed-eaters, traps, etc.)
- Biological controls (beneficial insects, natural enemies or predators, pheromone traps, corn gluten, etc)
- Botanical controls
- Lowest-risk chemicals

5. CURRENT PRACTICES

The City of Camarillo is now and will continue to employ these pest management practices:

- No controls (e.g. tolerating the pest infestation, use of resistant plant varieties, or allowing normal life cycle of weeds)
- Mulching in planter areas and around trees
- Spray pesticides for insects
- Spray herbicides for weed abatement
- Use pesticides for rodent control
- Hand labor and weed-eaters to suppress weeds
- Best Management Practices (BMP) for turf grasses such as proper watering, fertilizing, aerating and thatching.
- Washing Water/Insecticidal Soap
- Planting of insect and disease-resistant plants species
- Trapping

6. MONITORING

The IPM personnel will be responsible for identifying pest locations and determining when the appropriate control measure will be most effective. Considerations taken will include when the treatments will be least toxic to non-target organisms, most likely to be the most effective at preventing recurrence of the problem, most cost effective both in the short and long term and timed to coincide with the susceptible stage of the pest.

7. ROLES AND RESPONSIBILITIES

The Public Works Superintendent shall be responsible for ensuring that departmental procedures, budget and staffing decisions support implementation of the IPM strategy for the Street & Landscape operations. The Public Works Superintendent shall be responsible for managing and implementing all aspects of the IPM strategy for the Street & Landscape operations of the city. All measures shall be applied after consultation with the responsible manager/supervisor.

The Water Superintendent as well as General Services Manager will also ensure that all contracts they manage for pest or landscape services will include and implement where applicable IPM strategies.

8. RECORD KEEPING

The City of Camarillo shall keep records of pest management activities for city maintained areas. The city's contractors will be responsible for keeping records of any pest management activities that the contract requires. Records shall include the following information (see Attachment A for examples of the Pesticide Use Report and Pesticide Reduction Report):

- The target pest
- The type and quantity of pesticide used;
- The location of the pesticide application;
- The date the pesticide was used;
- The applicator's name;
- The application equipment used;
- Prevention and other non-chemical methods of control used; and
- Experimental efforts

This information will be used to develop a system to project potential threats and develop appropriate pest thresholds in addition to being used for the year-end reporting of pesticide quantities used.

The following divisions will be implementing this policy and keeping necessary records:

- Streets Division, 805-388-5338
- Water Division, 805-388-5373
- Sanitation Division, 805-383-5665
- General Services, 805-805-388-5377

9. TRAINING

Increasing knowledge by staff who maintains landscaping is critical to the success of the IPM strategy. Ongoing training and educational opportunities for staff regarding IPM

concepts, practices and products will be provided. All staff applying pesticides will be under the direct supervision of a pesticide applicator certified by the California Department of Pesticide Regulation in the appropriate category.

10. IPM STRATEGY REVIEW

The City will meet periodically to review the IPM strategy. The City of Camarillo will prepare and annually update an inventory of pesticides used by all internal departments, divisions and other operation units. If changes are warranted and changes are made, the target implementation dates will be identified and the policy language amended if necessary. **A demonstration of reduction of pesticide use should be shown based on the yearly quantities reported.** Pesticides that are no longer appropriate for applications per Federal State, County or City requirements will be removed from use.

11. EDUCATION, PUBLIC INFORMATION AND PARTNERSHIPS

Education of city staff and the public about the city's IPM practices will be included on the city's web page. The city will encourage partnerships with other agencies and organizations to encourage the use of IPM.

12. CONTRACTORS

When the City enters into a contract or extends the term of an existing contract, the contractor shall comply with the IPM strategy.

13. WATER QUALITY MANAGEMENT

When evaluating pesticides for use or application, the element of "Environmental Stewardship" must always be considered. City of Camarillo's employees and/or contractors will select and apply IPM methods that will have the least impact on water quality and the environment. Staff employed by the city will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use. Unapproved pesticides will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a possibility of pesticides being transported into surface or ground water. The application of aquatic pesticides to surface water will comply with the provisions and the monitoring requirements of Water Quality Order No. 2004-0009-DWQ.

14. STORAGE AND INSPECTION

Pesticides and fertilizers should be stored indoors or under cover on paved surfaces or using secondary containment. Emphasis should be placed on reducing the use, storage and handling of hazardous materials to reduce the potential for spills. Regularly scheduled inspections of all storage sites shall be performed with inspection records being kept.

15. LIMITS ON APPLICATIONS

Applications will be evaluated and shall not occur when there is a potential of contamination:

- To the bodies or clothing of persons not involved in the application process through drift or direct exposure
- To non-target public or private property
- Excluding pre-emergents, ensure no application of pesticides or fertilizers are applied to an area immediately prior to, during, or immediately after a rain event, or when water is flowing off the area

16. DEFINITIONS

Action Level – The level of vegetation or pest population at a specific site at which action must be taken to prevent the population from reaching above the threshold level.

Biological Control – The action of parasites, predators or pathogens in maintaining another organism's population density at a lower average level than would occur in their absence. Biological control may occur naturally in the field or result from manipulation or introduction of biological control agents by humans.

Botanical Control – The use of plant-derived pesticides.

Cultural Control – The use of planting techniques, irrigation, fertilization, pruning and mowing to influence how plants grow. Healthy plants are often likely to have fewer insect, mite and disease problems. This includes choosing the right plant for the right spot and choosing plants that are resistant to or suffer little damage from pests.

Environmental Stewardship – The strategic approach to pest management in which IPM practitioners focus on preserving the natural integrity and health of the environment, including public safety, while recommending or applying pest management methods. The philosophy helps to create awareness of the best management practices and their relationship to maintaining a health environment while conducting pest management activities.

Exempt Materials – Materials listed by the Organic Material Review Institute as certified of organic production.

Herbicide – A pesticide used for controlling undesirable plant life.

Integrated Pest Management (IPM) – A multi-disciplinary, ecological approach to the management of pests based first on prevention and when needed, a control method like cultural, biological, physical or mechanical intervention, using chemical pesticide applications as a last resort.

IPM Staff – The individual or group designated to serve as the point of contact for the strategy. The person or group develops, reviews, and implements the City's Integrated Pest Management program.

Landscapes – Grounds that are actively managed such as parkways, medians, plantings, turf, landscaping adjacent to city facilities, rights-of-ways, and open space.

Microbial Pesticides – Pesticides that consist of bacteria, fungi, viruses or other microorganisms used for control of weeds, invertebrates, or plant pathogens.

Organic Materials Review Institute (OMRI) – The Organic Materials Review Institute is a national non-profit organization that determines which products are allowed for use in organic production and processing.

Pest – Any living organism (animal, plant or microorganism) that causes damage or poses a threat to humans, property or the environment.

Pesticide – Any material (natural, organic or synthetic) used to control, prevent, kill, suppress or repel pests. "Pesticide" is a broad term that includes insecticides (insect killers), herbicides (weed or plant killers), fungicides (fungus killers), rodenticides (rodent killers), growth regulators and other materials like miticides (used for mite control) or products that kill snails and slugs (molluscicides).

Mechanical Controls – The use of IPM control methods using hand labor or equipment such as mowers, graders and weed-eaters.

Physical Controls – The use of mulching, mowing or hand labor.

Signal Word – The assignment of a word to a pesticide product based on acute oral, dermal, or inhalation toxicity, or on the effect to skin or eyes. Acute Toxicity is the toxicity of a chemical after a single or limited exposure. Chronic Toxicity is the toxicity of a chemical after long-term exposure.

Danger-indicates a highly toxic pesticide product. It is a corrosive or causes severe burning to the eyes or skin.

Warning-indicates a pesticide that is moderately toxic if eaten, absorbed through the skin, inhaled, or one that will cause moderate eye or skin irritation.

Caution-indicates that a pesticide is slightly toxic if eaten absorbed through the skin, inhaled, or if it causes slight eye or skin irritation.

Threshold Level – A level of pest damage that is intolerable or will contribute to an economic loss.

Tiered Materials List – A list of pesticides classified into three tiers on the basis of their hazard potential. Pesticides considered for use by the Street Division are screened through the hazard criteria and will fall into one of the following tiers as determined by the United States Environmental Protection Agency (EPA):

- Tier 1: "Danger" or "Poison"-highest concern
- Tier 2: "Warning"-moderate concern
- Tier 3: "Caution"-lowest concern

17. REFERENCES

- A. Ventura County Municipal Separate Storm Sewer System Permit NPDES No. CAS004002, Order No. R4-2010-0108. Download at Los Angeles Regional Water Quality Control Board web site:
http://www.swrcb.ca.gov/rwqcb4/water_issues/programs/stormwater/municipal/index.shtml
- B. Ventura County Protocol of Application of Pesticides, Herbicides & Fertilizers (download at www.vcstormwater.org).
- C. Aquatic Pesticide Application NPDES Permit; Order No. 2013-0002-DWQ. (Download at State Water Resources Control Board web site:
http://www.waterboards.ca.gov/water_issues/programs/npdes/aquatic.shtml)
- D. Community for a Clean Watershed – www.cleanwatershed.org
- E. Ventura Countywide Stormwater Program – www.vcstormwater.org

ATTACHMENT A
Pesticide Use Report Example
Pesticide Reduction Report Example



City of Camarillo Monthly Pesticide Use Report

Month/Year of Application: _____

Contractor: _____

City Division: _____

Name of Applicator: _____

Site Description: _____ or See attached map

Manufacturer & Name of Product Applied:	Total Product Used:	Number of Applications:	Type of Pest Treated:

Equipment Used: _____

Comments: _____

ATTACHMENT B
Notice of Pesticide Application

Notice of Pesticide Application

Date: _____ Day: _____

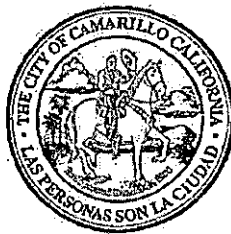
Target Pest: _____

The below material(s) being applied is (are):

Product Toxicity Category: _____

Area Treated: _____

If you have any questions, please call the
Streets Division at 805-388-5338.



City of Camarillo

ATTACHMENT C
Ventura Co. Protocol of Application of
Pesticides, Herbicides & Fertilizers

Application Protocol Pesticides, Fertilizers, and Herbicides

1.0 Ventura County Municipal NPDES Stormwater Permit

The purpose of this standard operating procedure (SOP) is to define an application protocol for the routine and non-routine application of pesticides, fertilizers, and herbicides (including pre-emergents). This SOP provides a comprehensive policy to comply with the Ventura County Permit (CAS004002), a guidance to provide for consistent implementation countywide for Ventura County Watershed Protection District (VCWPD), the County of Ventura, the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley, and Thousand Oaks (referred to separately as Co-permittees), and a method for reducing runoff of pesticides, fertilizers, and herbicides to the storm drain system. This protocol was amended to reflect new requirements in the May 7, 2009 Ventura County Municipal Stormwater Permit, Order No. 09-0057 and further amended February 27, 2014 to fix typographical errors and reference the July 8, 2010 Ventura County Permit, Order 2010-0108 and current California Aquatic Pesticide NPDES Permits.

2.0 Scope

The scope of this application protocol is to focus on preventing pesticides, fertilizers, and herbicides from entering the storm drain system and discharging to receiving waters. This protocol is applicable to 1) the outdoor use of pesticides, herbicides, and fertilizers; 2) the use of pesticides and fertilizers where the materials may come into contact with precipitation; 3) the use of pesticides, herbicides, and fertilizers where these materials may come into contact with runoff (natural or induced); and 4) the use of pesticides, herbicides, or fertilizers anywhere where they may be directly or indirectly discharged to a storm drainage system.

This protocol is applicable to any Co-permittee staff and contracted services that apply pesticides, fertilizers, or herbicides. Such staff commonly include, park, public works, purchasing, building/grounds maintenance, hazardous materials, and pesticide application staff.

This protocol is not applicable to the indoor use of pesticides, herbicides or fertilizers, but is applicable to the consequential outdoor handling, mixing, transport, or disposal of materials related to indoor use. This protocol does not apply when other NPDES permits and/or abatement orders are in effect at the selected site.

Furthermore, this protocol is not intended to replace federal or state requirements or provide complete directions for applying, handling, transporting, mixing, or storing pesticides, fertilizers, or herbicides. Consult federal and state requirements for this additional information. Use information for each pesticide, fertilizer, or herbicide can be found on the manufacturer's label. Additional safety information can be found in chemical-specific safety data sheets (SDSs).

3.0 Definitions

Application — means the use of the product as a fumigant, direct surface spray, treatment, drench, injection, incorporation, side-dressing, pre-emergent, furrowed spread, or broadcast agent.

California Department of Pesticide Regulation (CDPR) — The state agency responsible for regulating the use of pesticides in California.



Direct Supervision – A QAC (or QAL, if services contracted) is available, (within the location as specified in the Monthly Summary Pesticide Use Report Form located on the California Department of Pesticide Regulation website: <http://www.cdpr.ca.gov/docs/enforce/prentfrm/enf060.pdf>) to directly manage and control the application (of any pesticide, herbicide, or fertilizer) by supervising others. The QAC or QAL manages and controls the application of pesticides, herbicides, and fertilizers through available verbal communication to include direct interaction, telephones, cellular phones, 800 MHz phones, and radios.

Feasible – means capable of being accomplished in a successful manner, within a reasonable period of time; taking into account economic, environmental, social, and technological factors.

Forecasted Storm Event – A weather event predicted to commence within the next 24-hour time window, where at least 0.25 inches of rain or more is forecasted to fall.

Herbicide – A common pesticide focused on killing weeds and other plants that grow where they are not wanted.

Integrated Pest Management (IPM) – means a sustainable approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health, and environmental risks.

Manufacturer's Label – The main source of information on how to use the product correctly, safely, and legally. The main sections of a label are: common name and brand name, active ingredient, EPA registration number, signal words, first aid, directions for use, and storage/disposal.

Safety Data Sheets (SDSs) – An information sheet provided by a chemical manufacturer describing chemical qualities, hazards, safety precautions, and emergency procedures to be followed in case of a spill, fire, or other emergency.

Non-Routine Application – A non-scheduled application to include a "one-time" or an "emergency" use of pesticides, herbicides, and fertilizers.

Notice of Intent (NOI) for Pesticide Usage – An oral or written notification submitted prior to the use of a restricted use pesticide, pursuant to a permit.

Pesticide – Defined by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) as "...any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insects, rodents, nematodes, fungi, weeds, or any other forms of life declared to be pests, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.

Qualified Applicator Certificate Holder (QAC) – Any person who has successfully passed the California State Pesticide Laws and Regulations exam, and qualified in one or more pest control categories and may therefore apply restricted materials, supervise pesticide application, but who is not entitled to supervise the operations of a pest control business.

Qualified Applicator License Holder (QAL) – Any person who has successfully passed the California State Pesticide Laws and Regulations exam, and qualified in one or more pest control categories and may therefore apply restricted materials and supervise the pesticide application/operations made by a licensed pest control business.

Routine Application – A scheduled (weekly, quarterly, annually, etc.) use of a pesticide, herbicide, or fertilizer to attain a specific goal.



Signal Word – Defines approximately how hazardous a pesticide could be to people by using descriptors such as DANGER, WARNING, CAUTION, or DANGER-POISON.

Storm Event – A weather event that produces more than .25-inch of precipitation.

Use – means any pesticide related activity including:

Pre-application to include arranging for application, mixing, loading, and making necessary preparations for application;

Application of the pesticide; and

Post-application activities – control of the treated area, management of the treated area, transportation, storage, disposal of excess pesticides, equipment wash, containers, and cleaning of equipment.

Use does not include emergency responders, commercial transportation, manufacturing, formulating, or packaging.

4.0 Responsibilities

Co-permittees shall:

- a. Designate a QAC or QAL holder, to provide advice and assistance in all matters related to pesticide usage, disposal of products, and safety.
- b. Provide pesticide applicators (including contracted businesses) with appropriate record keeping forms to document pesticide use <http://www.cdpr.ca.gov/docs/enforce/prentfrm/enf060.pdf> (Attachment A).
- c. Annually verify that the purchasing, storing, mixing, loading, and safety tasks for pesticide, fertilizer, and herbicide use are in accordance with this protocol, applicable laws, and regulations including the current and valid QAC/QAL certifications.
- d. Verify that no banned or unregistered pesticide is stored or applied.
- e. Request landscapers to implement procedures to encourage the retention and planting of native vegetation to reduce water, pesticide and fertilizer needs.
- f. Coordinate annual refresher training courses for all pesticide handlers to meet the continuing education requirements.

Pesticide applicators shall:

- a. Be certified as or under the direct supervision of, a QAC or QAL holder and be properly trained to start work with pesticides, fertilizers, and/or herbicides.
- b. Follow manufacturer's label instructions and this SOP. When such instruction is in conflict with this SOP, the label instructions will be followed.
- c. Ensure that no banned or unregistered pesticide is stored or applied.
- d. Follow the policies and procedures established in this application protocol.
- e. Report any unsafe work practices to their respective supervisors.



4.1 Integrated Pest Management Program (IPM)

Co-Permittees and Pesticide applicators shall implement an IPM program by May 7, 2010 that includes the following:

- a. Pesticides are used only if monitoring indicates they are needed according to established guidelines.
- b. Treatment is made with the goal of removing only the target organism.
- c. Pest controls are selected and applied in a manner that minimizes risks to human health, beneficial, non-target organisms, and the environment.
- d. Its use of pesticides, including Organophosphates and Pyrethroids do not threaten water quality.
- e. Partner with other agencies and organizations to encourage the use of IPM.
- f. Adopt and verifiably implement policies, procedures, and/or ordinances requiring the minimization of pesticide use and encouraging the use of IPM techniques (including beneficial insects) in the Permittees' overall operations and on municipal property.
- g. Policies, procedures, and ordinances shall include commitments and timelines to reduce the use of pesticides that cause impairment of surface waters by implementing the following procedures:
 - 1. Quantify pesticide use by its staff and hired contractors.
 - 2. Prepare and annually update an inventory of pesticides used by all internal departments, divisions, and other operational units.
 - 3. Demonstrate reductions in pesticide use.



5.0 Environmental Conditions

Environmental conditions (weather and site conditions) required for application of pesticides, fertilizers, and herbicides is dependent upon label and Ventura County Stormwater Permit requirements. Site conditions are determined by visually (V) observing the area for situations or by collecting information from recognized weather forecasting (F) organizations. For example, storm events can be tracked on the on National Weather Service's National Oceanic and Atmospheric Administration (NOAA) website. <http://www.weather.gov/>.

The following table is provided as a guide to applicators where weather or site conditions may impact the application of the pesticide, fertilizer, or herbicide. Weather/Site conditions must be verified for all listed conditions. Forecasting may be used for other weather/site conditions, but is necessary to establish a 24-hour timeframe prior to actual rainfall. A "Yes" indicates the weather/site conditions where application of pesticides, fertilizers, and herbicides may occur. A "No" indicates weather/site conditions where application of pesticides, fertilizers, and herbicides may not occur.

Weather/Site Conditions	Form of Determining Weather/Site Conditions	Routine Application	Non-routine Application
Wind-free (sufficient to avoid spray drift from point of application)	V	Yes	Yes
Storm events (see definition)	V	No	No
Within one day of a forecasted storm event (see definition) > 0.25 inches	V, F	No (except for application of pre-emergents)	No
After a storm event where water is leaching or running	V	No	No
Water is running off-site	V	No	No
Rising groundwater	V	No	No
Ground is saturated	V	No	No



6.0 Pollution Prevention and Spill Control

Irrigation canals, open trenches, surface waters, wetlands, designated 303(d) waterbodies, and groundwater sources should be noted and application shall be made to prevent contamination of these areas.

In the event that pesticides, fertilizers, and/or herbicides not intended for water application are inadvertently sprayed or spilled into the water sources listed above, the following steps are to be taken:

- a. Stop all pesticide applications and assess the situation.
- b. Prevent further contamination of water sources by using control measures such as storm drain inlet protection, absorbent materials, sandbags, or trenching.
- c. Mark the area where the spill or overspray occurred.
- d. Contact the environmental coordinator in your jurisdiction.
- e. Report the spill to the appropriate department for clean up.
- f. Contact governmental agency of reportable quantities.

7.0 Aquatic Pesticide Application

For control of pests and weeds in open water, storm drainage system, and flood control channel areas, only those materials specifically designed and registered for direct water application may be used. Directions on the labels must be followed as well as evaluating the application for the potential to harm the environment. Currently, the following is required prior to applying an aquatic pesticide:

- a. Coverage is obtained and compliance is achieved under Water Quality Order No. 2013-0002-DWQ – Aquatic Weed Control NPDES Permit and 2012-0003-DWQ (Vector Control NPDES Permit). For copy of the permits visit the State Water Resources Control Board web site at: http://www.waterboards.ca.gov/water_issues/programs/npdes/pesticides/
- b. Directions on the label are followed.
- c. The application site is evaluated prior to application for the potential of the pesticide to harm the environment.



8.0 Training and Documentation

8.1 QAC and QAL Requirements

Each Co-permittee will only use staff (including contracted businesses) that are under the direct supervision of a QAC/QAL holder. The QAC/QAL must possess a valid and current certification. The applicator is responsible for following any federal and state requirements as well as all label requirements and reviewing the Safety Data Sheets prior to use.

8.2 Training

Each person who applies pesticides, fertilizers, or herbicides must be trained for the following:

- a. Appropriate application of the pesticide, fertilizer, or herbicide.
- b. Application laws and regulations
- c. Affects application may have on stormwater quality management
- d. The type of chemical and the immediate and long term hazards resulting from exposure
- e. The Safety Data Sheet information
- f. Safety procedures.
- g. Emergency spill information
- h. Use of protective equipment
- i. Cleanup procedures
- j. Disposal procedures

9.0 Storage Facilities

Co-permittees will adopt a purchase, storage, and disposal policy such that all pesticides, fertilizers, and herbicides are under the control of a QAC/QAL holder. Pesticide storage facilities shall meet regulatory requirements to prevent releases into the surrounding environment, waterbodies, or be exposed to stormwater and protect the safety of personnel working within such facilities. These pesticide storage facilities shall be locked/secured when not in use. All doors/entrances to the facilities shall be posted with appropriate warning signs (as specified in the California Department of Pesticide Regulations, see references). All signs shall be legible at a minimum distance of 25 feet from any direction.

Pesticide containers should not be stored on the floor or bare ground. No floor drains, which empty into storm drains, are permitted within the storage facility. All pesticides in a storage facility shall either be in the original container, or the service container. Secondary containment is recommended, but not mandatory. All containers will have a copy of the product label attached.

Open bags of pesticides must be enclosed in a secondary container (a closed heavy plastic bag, or can with a tight lid), to prevent exposure or spillage. If the original pesticide containers are metal and are in a state of rust or deterioration, properly labeled plastic or metal secondary containers shall be provided to prevent accidental leakage.



10.0 Decontamination/Disposal

Each Co-permittee will adopt a decontamination and disposal procedure that is managed by a QAC/QAL and meets the following minimum requirements. Liquids produced during the decontamination process shall be handled according to federal and state requirements and managed to reduce exposure to stormwater and from entering the storm drain system or surface waters.

10.1 Cleanup

Containers used to apply pesticides, fertilizers, or herbicides of 28 gallons or less must be triple rinsed after each use. Containers sent back to the manufacturer will follow manufacturer's recommendations or State and Federal guidelines for transporting. The triple rinse procedures will consist of the following:

- a. Use $\frac{1}{4}$ the container volume for containers less than 5 gallons and $\frac{1}{5}$ the container volume for containers greater than 5 gallons.
- b. Place rinse medium in the container; securely close; agitate.
- c. Drain rinse solution into tank mix. Allow draining 30 seconds.
- d. Repeat steps b. and c. a minimum of two times; or
- e. Invert emptied container over a nozzle located in the opening of the mix tank that is capable of rinsing all inner surfaces of the container.

For further information, please visit the web site for the California Department of Pesticide Regulations listed in Section 10 of this SOP.

10.2 Disposal

Pesticide, fertilizer, and herbicide waste includes leftover chemicals and chemical container rinsates. All pesticide waste shall be treated as hazardous waste. Minimization of pesticide waste is a high priority for the pesticide user. If waste is stored before removal, it should be stored in an area that is not exposed to stormwater, stormwater runoff, or surface water.

10.3 Storage

Storage of pesticides, fertilizers, and herbicides should be in accordance with requirements as specified in the manufacturer's instructions or California Department of Pesticide Regulations (see References) if the instructions from the manufacturer are not provided.



11.0 References

11.1 Regulations

- a. Ventura County NPDES Permit CAS004002 (Order No. 2010-0108)
http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/index.shtml
- b. Ventura County NPDES Permit CAS004002 (Order No. 09-0057)
- c. Title 3 CCR, Pesticide and Control Operations Section 6674, 6700-6900 (CalEPA)
- d. Uniform Fire Code, Pesticide Storage and Display
- e. 40 CFR Regulations of Pesticides sections 165.1-180 (www.usepa.gov)
- f. State Water Resources Control Board General NPDES Permit for the Discharge of Aquatic Pesticides for Aquatic Weed Control in Waters of the US; General Permit No. CAG990005 – Water Quality Order No. 2013-0002-DWQ
- g. State Water Resources Control Board General NPDES Permit for Discharges of Aquatic Pesticides to Surface Waters of the United States for Vector Control; General Permit No. CAG990004 – Water Quality Order No. 2012-0003-DWQ.

11.2 Web Sites

- a. California Department of Pesticide Regulation - www.cdpr.ca.gov
- b. Weather tracking - www.weather.gov
- c. California Environmental Protection Agency (CalEPA) - www.calepa.ca.gov
- d. State Water Resources Control Board – Aquatic Pesticide Permits -
http://www.waterboards.ca.gov/water_issues/programs/npdes/pesticides/



Attachment A
Monthly Summary Pesticide Use Report
Downloadable at
<http://www.cdpr.ca.gov/docs/pur/forms/purforms.htm>



STATE OF CALIFORNIA
MONTHLY SUMMARY PESTICIDE USE REPORT
 DPR-ENF-060 (REV. 4-12) PAGE 1 OF 2

DEPARTMENT OF PESTICIDE REGULATION
 ENFORCEMENT BRANCH

INSTRUCTIONS FOR COMPLETING THIS FORM ARE INDICATED BELOW AND ON THE REVERSE SIDE

OPERATOR (FIRM NAME)		ADDRESS		CITY	ZIP CODE	PHONE NUMBER
OPERATOR ID/PERMIT NUMBER	LICENSE NUMBER	COUNTY WHERE APPLIED	COUNTY NUMBER	MONTH/YEAR OF USE	TOTAL NUMBER OF APPLICATIONS	

1. Complete Columns A, B, C, and D for All Users

2. Complete Column E by using one of the following codes:

- Code 10 - Structural Pest Control.....includes any pest control work performed within or on buildings and other structures.
 Code 30 - Landscape Maintenance Pest Control.....includes any pest control work performed on landscape plantings around residences or other buildings, golf courses, parks, cemeteries, etc.
 Code 40 - Right-of-Way Pest Control.....includes any pest control work performed along roadsides, power lines, median strips, ditch banks, and similar sites.
 Code 50 - Public Health Pest Control.....includes any pest control work performed by or under contract with State or local public health or vector control agencies.
 Code 80 - Vertebrate Pest Control.....includes any vertebrate pest control work performed by public agencies or work under the supervision of the State or county agricultural commissioner.
 Code 91 - Commodity Fumigation (Nonfood/Nonfeed).....includes fumigation of nonfood/nonfeed commodities such as pellets, dunnage, furniture, burlap bags, etc.
 Code 100 - Regulatory Pest Control.....includes any pest control work performed by public employees or contractors in the control of regulated pests.

3. Complete Columns F and G, if use does not fit one of the above codes

A MANUFACTURER AND NAME OF PRODUCT APPLIED	B EPA/CALIFORNIA REGISTRATION NUMBER FROM LABEL INCLUDE ALPHA CODE	C TOTAL PRODUCT USED (Check One Unit of Measure)	D NUMBER OF APPLICATIONS	E CODE	F COMMODITY OR SITE TREATED	G ACRES/UNITS TREATED
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				

REPORT PREPARED BY _____

DATE _____

Distribution: CAC - Two copies; Report preparer - One copy



GENERAL INFORMATION FOR COMPLETING THE MONTHLY SUMMARY PESTICIDE USE REPORT
(Page 2 of 2)

Reporting Requirements

Reporting of all pesticide applications including spray adjuvants and plant growth regulators, is required by:

1. Landscape maintenance gardener pest control businesses, agricultural pest control businesses performing residential work, and structural pest control businesses.
2. Public agencies, pest control businesses and property operators who apply pesticides for agricultural use other than for the production of an agricultural commodity. These uses include applications for the production of poultry, fish, and apiary. Pest control businesses must report uses for the production of livestock. Also, uses on golf courses, parks, rights-of-way, cemeteries, forests, ditches, fence lines, etc. must be reported.
3. Persons who use restricted materials for uses other than the production of an agricultural commodity.
4. Persons who use a pesticide for industrial post-harvest commodity treatments.
5. Persons who use a Ground Water Protection pesticide, listed in Title 3, California Code of Regulations, section 6800(b) for any outdoor, institutional or industrial use.

Report Filing Deadlines

Submit two (2) copies of this report to the county agricultural commissioner by the 10th of the month, following the month in which the work was performed. Reports may be hand-delivered or mailed, the postmark serving as the date of delivery. Retain a copy for your records.

For each month when no pest control work has been performed, licensed pest control businesses must submit a use report by the 10th day of the following month to the county agricultural commissioner in counties where they are registered. The use report must indicate that no pest control work was performed.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FACE PAGE

The operator/firm information should be filled out completely, including the address, ZIP code, and telephone number.

Identify the Operator Identification/Restricted Material Permit Number, if applicable.

Enter the name of the county where the pesticide(s) was applied.

Indicate the county number where the product(s) was applied. The county number is available from the county agricultural commissioner's office. A separate report must be filed for each county where pesticides were applied.

Enter the month and year in which the applications were made.

Enter the total number of applications (i.e., the total of column D below) made during the month.

In Column A, enter both the manufacturer and brand name of the product.

In Column B, enter the "EPA Registration Number" or "California Registration Number" that appears on the pesticide label, including alpha codes, if any (AA, ZA, ZB, etc.). Do not use the "EPA Establishment Number" (Est. No.).

In Column C, indicate the total amount of product used as formulated and packaged by the manufacturer. Do not report the total mixture after dilution. Check only one unit of measure. If necessary, decimals and fractions may be used.

In Column D, indicate the total number of applications for each pesticide used during the reporting month. Each separate site (home, apartment complex, building, right-of-way, grain silo, etc.) should be counted as one application. For tank mixes, each represented pesticide should be credited with one application.

In Column E, if the use of the product is structural, landscape, right-of-way, vertebrate, public health, commodity fumigation (nonfood/nonfeed) or regulatory, enter the appropriate code number. Leave Columns F and G blank.

In Column F, if use of the product is not included in one of the number coded categories that are identified in column E, such as food/feed commodity fumigations, seed treatment, noncrop fencelines or ditch banks, etc., enter the commodity or site treated. Leave Column E blank.

Do not enter vertebrate pest control work in production areas such as orchards or other crop areas. This work should be reported on the Production Agriculture Monthly Pesticide Use Report.

In Column G, if use of the product is not included in one of the number-coded categories that are identified in Column E, enter the amount treated and the appropriate unit of measure (acres, pounds, square feet, tons, etc.). If you have a different measure, describe it fully and enter the amount treated. Leave Column F blank.

Enter the name of the person responsible for completing the information, and date the report. This could be a licensee, a manager, the person who applied the pesticide, a bookkeeper, etc.

EXHIBIT B Compensation	
Annual Cost Area 1	\$244,135.80
Annual Cost Area 2	\$211,764.00
Annual Cost Area 3	\$298,248.00
Annual Cost Area 4	\$591,236.00
Annual Cost Area 5	\$125,956.00
Total Annual Cost All 5 Areas	\$1,471,339.80

The following table illustrates contract costs per Fiscal Year.

Fiscal Year	Annual Amount	Estimated 4% CPI Increase	Total Authorized Expenditure
FY 2019/20 (January – June)	\$905,244.00	-	\$905,244.00
FY 2020/21	\$1,471,339.80	-	\$1,471,339.80
FY 2021/22	\$1,471,339.80	\$58,854	\$1,530,193.80
FY 2022/23	\$1,530,193.80	\$61,208	\$1,591,401.80
Total	\$5,378,117.40	\$120,062	\$5,498,179.40