

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: BRC-1

June 10, 2020

NOTICE OF INVITATION FOR BIDS FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

PLEASE TAKE NOTICE that Public Works requests bid submissions for the Landscape and Slope Maintenance Services for Montellano Slope (BRC0000171) contract. This contract has been designed to have a potential maximum contract term of 5 years consisting of an initial 1-year term and four potential additional 1-year renewal options. The total annual contract amount of these services is estimated to be \$40,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be requested from Messrs. Danny Medina at (626) 458-4080, <a href="mailto:dmailto:

There will be no mandatory conference or walk-through requirements for this solicitation; however, it is the bidders' sole responsibility to do their due diligence and to contact the Contract Manager, Mr. Edward Lee of our Road Maintenance Division who may be contacted at (626) 337-1277 or elee@pw.lacountv.gov, to arrange a site visit and familiarize themselves with each site location and its requirements before submitting their bid. Bidders must coordinate with the Contract Manager prior to visiting any sites. Please contact the Contract Manager to arrange the date and time of the site visits by or before Thursday, June 18, 2020. All site visits should be taken prior to the established bid submission deadline. The bid submission due date will not be extended to allow extra time to conduct site visits.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.

"Do Business with Public Works" Website Registration

All interested bidders for this IFB are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this IFB through the website will receive automatic notification when any update to this IFB is made. The County does not have an obligation to notify any bidders other than through the Public Works website's automatic notification system.

<u>Doing Business with Local Small Business Enterprise, Disabled Veteran</u> <u>Business Enterprise, and Social Enterprise</u>

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being a County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov.

All interested firms that are included in the Qualified Contractor List resulting from the Request for Statement of Qualifications (RFSQ) for Landscape and Grounds Maintenance Services (2014-SQPA001) are invited to submit a bid provided that they meet the minimum requirements identified in this IFB.

IMPORTANT: The contractor will not be administering any chemical application unless otherwise approved in writing by the Contract Manager. The use of any product containing glyphosate is permanently banned for use by Los Angeles County.

Minimum Mandatory Requirements: At the time of bid submission, bidders must meet all minimum requirements set forth in the IFB document including, but not limited to the following:

- 1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001).
- 2. Bidder must have a minimum of 3 years of experience providing landscape maintenance services. (Complete Form PW-18.1, Minimum Requirements Affirmation Form). Subcontracting is not allowed to meet this requirement.

- 3. Bidder's on-site supervising employee(s) who will be assigned to this contract must have a minimum of 3 years of experience supervising landscaping services. (Complete Form PW-18.1, Minimum Requirements Affirmation Form.) Subcontracting is not allowed to meet this requirement.
- 4. Bidder must submit a copy of a valid and active State of California Contractor's Class C-27 Landscaping license. (Complete Form PW-18.1, Minimum Requirements Affirmation Form.) Subcontracting is not allowed to meet this requirement.
- 5. Bidder or its subcontractor(s), if any, must submit a copy of a valid and active State of California Department of Pesticide Regulation, Pest Control Business license. (Complete Form PW-18.1, Minimum Requirements Affirmation Form).
- 6. Bidder's employee(s) or its subcontractor(s) employee(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation, Qualified Applicator license. (Complete Form PW-18.1, Minimum Requirements Affirmation Form.)
- 7. Bidder or its subcontractor(s), if any, performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

The contracted work in this IFB constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFSQ. Please note that the services requested in this contract may include both prevailing wage and nonprevailing wage work. Proposer and its subcontractors performing prevailing wage work, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

IMPORTANT NOTICE

Due to the closure of Public Works Headquarters for non-County employees, submission of proposals will only be accepted electronically. Submission of hard copy proposals will not be accepted.

Bid Submission Requirements:

Bids will be reviewed on a Pass/Fail basis concerning the items listed below. Bids not meeting all these requirements may be rejected as nonresponsive.

All responsive bids will be evaluated according to Section B, Bid Selection:

Bidder has completed and signed all forms listed in this IFB, Part I, Forms.

- 1. Bidder and subcontractor(s), if any, has demonstrated that it complies with all minimum requirements as outlined in the Minimum Mandatory Requirements set forth in the RFSQ and IFB.
- 2. Bids shall be submitted electronically using the following method:
 - Bids may be submitted via <u>www.bidexpress.com</u>, a secure online bidding service website.
 - To submit your bid electronically, register with BidExpress by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal services fee to use BidExpress.
 - Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Bidders shall plan ahead and allow sufficient time to account for the file size limitation before the bid submission deadline to complete the uploading of bid files.
 - If bidder submits a bid through BidExpress, bidder should not send hard copies, CDs, or any other materials to the County via mail or courier.
- 3. The LW-8 must demonstrate compliance with the prevailing wage requirements of the Labor Code for prevailing wage work and compliance with the County's Living Wage requirements, pursuant to County Code 2.121.250, for nonprevailing wage work. Bidders should comply with both the Prevailing Wage and Living Wage Ordinance (LWO) requirements. While the Prevailing Wage should be paid when deemed necessary, the LWO language requires contractors to comply with other components of the LWO. Please refer to Section 9 of the RFSQ and Form LW-1, Living Wage Program, for LWO requirements.

The deadline for bid submission is <u>Tuesday</u>, <u>June 30</u>, <u>2020</u>, <u>at 5:30 p.m</u>. Please direct your questions to Messrs. Medina or Mr. Pang.

Bidders are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this IFB or any matter relating thereto must be in writing submitted via e-mail to:

Mr. Danny Medina

E-mail: dmedina@pw.lacounty.gov

Telephone: (626) 458-4080

-or-

Mr. David Pang

E-mail: dpang@pw.lacounty.gov Telephone: (626) 458-7167

If it is discovered that a bidder contacted and received material information from any County personnel other than the Contract Analyst named above, regarding this solicitation, the County, in its sole determination, may disqualify their bid from further consideration.

A. Bid Selection:

All responsive submitted bids will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

Proposed Price (100 points)

The proposed price should accurately reflect the bidder's cost of providing the required products and services and any profit expected during the contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference Programs Consideration and CBE Firm/Consideration Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest averaged price proposed will be calculated, which shall not to exceed \$150,000 and that amount will be deducted from the averaged prices submitted by all LSBE, DVBE, or SE bidders who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the bidder's payment, which is based on the bidder's proposed price.

Subject to such adjustment(s), the lowest averaged total Proposed Price quoted in the Schedule of Prices (Form PW-2.6) will receive the full weight of this evaluated item. Other bids will receive a prorated score calculated as follows: divide the lowest average Total Proposed Price by each other bidder's average Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion. The bid with the lowest averaged Total Proposed Price may not necessarily be awarded a contract.

C. Invitation for Bids

- All definitions, provisions, requirements and rules of interpretation set forth in the RFSQ including Addenda to the RFSQ, for the Contract for Landscape and Grounds Maintenance Services (2014-SQPA001), also apply to this IFB.
- 2. The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFBs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

Follow us on Twitter:

We encourage you to follow us on Twitter @<u>LACoPublicWorks</u> for more information on Public Works and instant updates on contracting opportunities and solicitations.

Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA
Director of Public Works

DAVID MACGREGOR Deputy Director

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Enc.

PUBLIC WORKS INVITATION FOR BIDS

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)



Approved	, 2020
MARK PESTRELLA	
Director of Public Works	
By:	
Deputy Director	

INVITATION FOR BIDS

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

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PART II

SAMPLE AGREEMENT FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

EXHIBITS

- A.1 (Supplemental) Scope of Work
- A.2 Schedule of Prices
 [Successful Bidder's Form PW-2.1-2.6 will be incorporated here]
- A.3 Staffing Plan and Cost Methodology
 [Successful Bidder's Form LW-8.1-8.5 will be incorporated here]
- B-E Intentionally Omitted [Please refer to RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001) and all related Addenda 1-4]
- F.1 (Supplemental) Performance Requirements Summary
- G.1 (Supplemental) Bid Submission Instructions
- H.1 Service Area Maps
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TABLE OF FORMS (LIVING WAGE CONTRACT)

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LW-8.1-8.5	(Supplemental) Bidder's Staffing Plan and Cost Methodology

SCHEDULE OF PRICES FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

Please complete and submit the Schedule of Prices Forms for all five (5) potential contract terms. Schedule of Prices Forms PW-2.1 through PW-2.5 must be completed in their entirety with bid prices included for all locations/areas of Montellano Slope as well as an hourly rate for on-call additional work. Bidders are to complete forms for all terms, print, sign, and submit Forms as part of their bid, including the Summary of Terms, Form PW 2.6 with their bid submission. The Forms are included herein and are accessible at the following link:

http://pw.lacounty.gov/brcd/contracts

SCHEDULE OF PRICES

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following Bid for the performance of the work as described in these Specifications. The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

*MINIMUM HOURS PER FREQUENCY: This represents the minimum hours Public Works estimates for the completion of each task. It is the sole responsibility of the contractor to provide their cost for completion of the given task.

<u>LOCATION NO. 1</u>: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
1.	All Site Inspection and Reporting per Requirement	1	52
2.	All Management and Supervision	1	52
3.	Mowing		
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
4.	String Whipping/Weeding		
	a. Open Areas	1	52
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
5.	String Weed Edging		
	a. Concrete Drainage Swales		ON-CALL
	b. Sidewalks		ON-CALL
6.	Weed Removal		
	a. Walks, Beds, Planters, and Groundcover Hardscape		ON-CALL
	b. Bare Areas		ON-CALL
	c. Undeveloped Areas		ON-CALL
7.	Litter Control		
	a. Concrete Drainage Swales Inlets	1	26
	b. Developed Areas	1	26
	c. Undeveloped Areas	1	26

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
8.	Raking		
	a. Turf Under Trees (On-call)	1	6
	b. Planter Beds and Planters (On-call)	1	6
9.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning/ Sucker Growth Removal (As necessary)	1	3
	b. Shrub Safety Clearance/Shrub Pruning	1	6
	c. Hedge Shaping/ Trimming	1	6
	d. Groundcover Thinning/Turf Reseeding	1	4
10.	Sweep – Hard Surface, Walks, Driveway, and Steps		ON-CALL
11.	Aerification (On-call)	<u>N/A</u>	<u>N/A</u>
12.	Rodent Control (On-call)	<u>N/A</u>	<u>N/A</u>
13.	Turf and Plant Fertilization (On-call)	<u>N/A</u>	<u>N/A</u>
14.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
15.	Irrigation/Watering – Manual		
	 a. Valve Box Integrity – Replace Covers, Check for Safety and Security 	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree and Bushes	<u>N/A</u>	<u>N/A</u>

LOCATION NO. 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CALIFORNIA

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
1.	All Site Inspection and Reporting per Requirements	0.5	2
2.	All Management and Supervision	0.5	2
3.	Mowing	<u>N/A</u>	<u>N/A</u>
4.	Mechanical Edging		
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>
5.	Weed Removal a. Walks, Beds, Planters, and Groundcover Hardscape b. Bare Areas	<u>N/A</u> <u>N/A</u>	<u>N/A</u> <u>N/A</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>
6.	Litter Control	<u>N/A</u>	<u>N/A</u>
7.	Raking a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>
	b. Planter Beds and Planters	<u>N/A</u>	<u>N/A</u>
8.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning		
	b. Shrub Safety Clearance/Shrub Pruning		
	c. Hedge Shaping/ Trimming		1
9.	d. Groundcover Thinning/Turf Reseeding Sweep – Hard Surface, Walks, Driveway, and Steps	<u>N/A</u> 1	<u>N/A</u> 1
10.	Aerification	N/A	N/A
11.	Rodent Control	<u>N/A</u>	<u>N/A</u>
12.	Turf and Plant Fertilization	<u>N/A</u>	<u>N/A</u>
13.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
14.	Irrigation/Watering – Manual		
	a. Valve Box Integrity - replace covers, check for safety & security	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree & Bushes	<u>N/A</u>	<u>N/A</u>

Proposer shall indicate below their hourly rate per employee in the performance of each task. The rates below will be used when additional services are requested or if services curtailed. This rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB.

ITEM	TASK DESCRIPTION	HOURLY COST
1.	All Site Inspection and Reporting per Requirements	\$
2.	All Management and Supervision	\$
3.	Mowing	\$
4.	String Whipping/Weeding	
	a. Open Areas	\$
	b. Specialized Areas	\$
5.	String Weed Edging	
	a. Concrete Drainage Swales	\$
	b. Sidewalks	\$
6.	Weed Removal	
	a. Walks, Beds, Planters, and Groundcover Hardscape	\$
	b. Bare Areas	\$
	c. Undeveloped Areas	\$
7.	Litter Control	\$
8.	Raking	
	a. Turf Under Trees	\$
	b. Planter Beds and Planters	\$
9.	Clearance Pruning/Hedge Trimming	
	a. Tree Safety Clearance/Tree Pruning	\$
	b. Shrub Safety Clearance/Shrub Pruning	\$
	c. Hedge Shaping/ Trimming	\$
	d. Groundcover Thinning/Turf Reseeding	\$
10.	Sweep – Hard Surface, Walks, Driveway, and Steps	\$
11.	Aerification	\$
12.	Rodent Control	\$
13.	Turf and Plant Fertilization	\$
14.	Chemical Application	
15.	Irrigation/Watering – Manual	
	a. Valve box integrity, replace covers, check for safety & security	\$
	b. Inspect, Operate, Control and Make Adjustments	\$
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	\$
	d. Manual/Imported Water for Tree & Bushes	\$

TOTAL PROPOSED PRICE SUMMARY

A.	SERVICE LOCATIONS		MONTHLY COST	ANNUAL COST (Monthly cost x 12)
1	LOCATION 1: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE		\$	\$
2	LOCATION 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA		\$	\$
В.	ADDITIONAL WORK HOURS (ON-CALL)		BIDDER'S HOURLY RATE	ANNUAL COST (Hourly rate x 2000)
1	ADDITIONAL WORK HOURS: Laborer Rate 2,000 Total Hours		\$	\$
GRAND PROPOSED ANNUAL TOTAL: [Sum of Annual Cost of A.1+A.2+B.1]				\$

Legal Name Of Bidder				
Signature Of Person Authorized To Submit Bid				
3				
Title Of Authorized Person				
Date	State Contractor's License Number	License Type		
Bidder's Address:				
Phone	Fax	E-Mail		

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SCHEDULE OF PRICES

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following Bid for the performance of the work as described in these Specifications. The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

*MINIMUM HOURS PER FREQUENCY: This represents the minimum hours Public Works estimates for the completion of each task. It is the sole responsibility of the contractor to provide their cost for completion of the given task.

<u>LOCATION NO. 1</u>: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
1.	All Site Inspection and Reporting per Requirement	1	52
2.	All Management and Supervision	1	<u>52</u>
3.	Mowing		
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
4.	String Whipping/Weeding		
	a. Open Areas	1	<u>52</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
5.	String Weed Edging		
	a. Concrete Drainage Swales		ON-CALL
	b. Sidewalks		ON-CALL
6.	Weed Removal		
	a. Walks, Beds, Planters, and Groundcover Hardscape		ON-CALL
	b. Bare Areas		ON-CALL
	c. Undeveloped Areas		ON-CALL
7.	Litter Control		
	a. Concrete Drainage Swales Inlets	1	<u>26</u>
	b. Developed Areas	1	<u>26</u>
	c. Undeveloped Areas	1	<u>26</u>

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
8.	Raking		
	a. Turf Under Trees (On-call)	1	6
	b. Planter Beds and Planters (On-call)	1	6
9.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning/ Sucker Growth Removal (As necessary)	1	3
	b. Shrub Safety Clearance/Shrub Pruning	1	6
	c. Hedge Shaping/ Trimming	1	6
	d. Groundcover Thinning/Turf Reseeding	1	4
10.	Sweep – Hard Surface, Walks, Driveway, and Steps		ON-CALL
11.	Aerification (On-call)	<u>N/A</u>	<u>N/A</u>
12.	Rodent Control (On-call)	<u>N/A</u>	<u>N/A</u>
13.	Turf and Plant Fertilization (On-call)	<u>N/A</u>	<u>N/A</u>
14.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
15.	Irrigation/Watering – Manual		
	 a. Valve Box Integrity – Replace Covers, Check for Safety and Security 	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree and Bushes	<u>N/A</u>	<u>N/A</u>

LOCATION NO. 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CALIFORNIA

ITEM	TASK DESCRIPTION	*MINIMUM HOURS	ANNUAL
		PER FREQUENCY	FREQUENCY
1.	All Site Inspection and Reporting per Requirements	0.5	2
2.	All Management and Supervision	0.5	2
3.	Mowing	<u>N/A</u>	<u>N/A</u>
4.	Mechanical Edging		
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>
5.	Weed Removal a. Walks, Beds, Planters, and Groundcover Hardscape	<u>N/A</u>	<u>N/A</u>
	b. Bare Areas	<u>N/A</u>	<u>N/A</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>
6.	Litter Control	<u>N/A</u>	<u>N/A</u>
7.	Raking		
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>
	b. Planter Beds and Planters	<u>N/A</u>	<u>N/A</u>
8.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning	1	1
	b. Shrub Safety Clearance/Shrub Pruning	1	1
	c. Hedge Shaping/ Trimming	1	1
	d. Groundcover Thinning/Turf Reseeding	<u>N/A</u>	<u>N/A</u>
9.	Sweep – Hard Surface, Walks, Driveway, and Steps	1	1
10.	Aerification	<u>N/A</u>	<u>N/A</u>
11.	Rodent Control	<u>N/A</u>	<u>N/A</u>
12.	Turf and Plant Fertilization	<u>N/A</u>	<u>N/A</u>
13.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
14.	Irrigation/Watering – Manual		
	a. Valve Box Integrity - replace covers, check for safety & security	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree & Bushes	<u>N/A</u>	<u>N/A</u>

Proposer shall indicate below their hourly rate per employee in the performance of each task. The rates below will be used when additional services are requested or if services curtailed. This rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB.

ITEM	TASK DESCRIPTION	HOURLY COST
1.	All Site Inspection and Reporting per Requirements	\$
2.	All Management and Supervision	\$
3.	Mowing	\$
4.	String Whipping/Weeding	
	a. Open Areas	\$
	b. Specialized Areas	\$
5.	String Weed Edging	
	a. Concrete Drainage Swales	\$
	b. Sidewalks	\$
6.	Weed Removal	
	a. Walks, Beds, Planters, and Groundcover Hardscape	\$
	b. Bare Areas	\$
	c. Undeveloped Areas	\$
7.	Litter Control	\$
8.	Raking	
	a. Turf Under Trees	\$
	b. Planter Beds and Planters	\$
9.	Clearance Pruning/Hedge Trimming	
	a. Tree Safety Clearance/Tree Pruning	\$
	b. Shrub Safety Clearance/Shrub Pruning	\$
	c. Hedge Shaping/ Trimming	\$
	d. Groundcover Thinning/Turf Reseeding	\$
10.	Sweep – Hard Surface, Walks, Driveway, and Steps	\$
11.	Aerification	\$
12.	Rodent Control	\$
13.	Turf and Plant Fertilization	\$
14.	Chemical Application	
15.	Irrigation/Watering – Manual	
	a. Valve box integrity, replace covers, check for safety & security	\$
	b. Inspect, Operate, Control and Make Adjustments	\$
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	\$
	d. Manual/Imported Water for Tree & Bushes	\$

TOTAL PROPOSED PRICE SUMMARY

A.	SERVICE LOCATIONS		MONTHLY COST	ANNUAL COST (Monthly cost x 12)	
1	LOCATION 1: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE		\$	\$	
2	LOCATION 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA		\$	\$	
В.	ADDITIONAL WORK HOURS (ON-CALL)		BIDDER'S HOURLY RATE	ANNUAL COST (Hourly rate x 2000)	
1	ADDITIONAL WORK HOURS: Laborer Rate 2,000 Total Hours		\$	\$	
	GRAND PROPOSED ANNUAL TOTAL: [Sum of Annual Cost of A.1+A.2+B.1]				

Legal Name Of Bidder		
Signature Of Person Authorized To Submit Bid		
Title Of Authorized Person		
Date	State Contractor's License Number	License Type
Bidder's Address:		
Phone	Fax	E-Mail

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SCHEDULE OF PRICES

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following Bid for the performance of the work as described in these Specifications. The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

*MINIMUM HOURS PER FREQUENCY: This represents the minimum hours Public Works estimates for the completion of each task. It is the sole responsibility of the contractor to provide their cost for completion of the given task.

<u>LOCATION NO. 1</u>: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
1.	All Site Inspection and Reporting per Requirement	1	52
2.	All Management and Supervision	1	<u>52</u>
3.	Mowing		
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
4.	String Whipping/Weeding		
	a. Open Areas	1	<u>52</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
5.	String Weed Edging		
	a. Concrete Drainage Swales		ON-CALL
	b. Sidewalks		ON-CALL
6.	Weed Removal		
	a. Walks, Beds, Planters, and Groundcover Hardscape		ON-CALL
	b. Bare Areas		ON-CALL
	c. Undeveloped Areas		ON-CALL
7.	Litter Control		
	a. Concrete Drainage Swales Inlets	1	<u>26</u>
	b. Developed Areas	1	<u>26</u>
	c. Undeveloped Areas	1	<u>26</u>

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
8.	Raking		
	a. Turf Under Trees (On-call)	1	6
	b. Planter Beds and Planters (On-call)	1	6
9.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning/ Sucker Growth Removal (As necessary)	1	3
	b. Shrub Safety Clearance/Shrub Pruning	1	6
	c. Hedge Shaping/ Trimming	1	6
	d. Groundcover Thinning/Turf Reseeding	1	4
10.	Sweep – Hard Surface, Walks, Driveway, and Steps		ON-CALL
11.	Aerification (On-call)	<u>N/A</u>	<u>N/A</u>
12.	Rodent Control (On-call)	<u>N/A</u>	<u>N/A</u>
13.	Turf and Plant Fertilization (On-call)	<u>N/A</u>	<u>N/A</u>
14.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
15.	Irrigation/Watering – Manual		
	 a. Valve Box Integrity – Replace Covers, Check for Safety and Security 	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree and Bushes	<u>N/A</u>	<u>N/A</u>

LOCATION NO. 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CALIFORNIA **N/A = Not Applicable

		*MINIMUM HOURS	^^N/A = Not Applicable ANNUAL
ITEM	TASK DESCRIPTION	PER FREQUENCY	FREQUENCY
1.	All Site Inspection and Reporting per Requirements	0.5	2
2.	All Management and Supervision	0.5	2
3.	Mowing	<u>N/A</u>	<u>N/A</u>
4.	Mechanical Edging		
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>
5.	Weed Removal		
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>N/A</u>	<u>N/A</u>
	b. Bare Areas	<u>N/A</u>	<u>N/A</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>
6.	Litter Control	<u>N/A</u>	<u>N/A</u>
7.	Raking		
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>
	b. Planter Beds and Planters	<u>N/A</u>	<u>N/A</u>
8.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning	1	1
	b. Shrub Safety Clearance/Shrub Pruning	1	1
	c. Hedge Shaping/ Trimming	1	1
	d. Groundcover Thinning/Turf Reseeding	<u>N/A</u>	<u>N/A</u>
9.	Sweep – Hard Surface, Walks, Driveway, and Steps	1	1
10.	Aerification	<u>N/A</u>	<u>N/A</u>
11.	Rodent Control	<u>N/A</u>	<u>N/A</u>
12.	Turf and Plant Fertilization	<u>N/A</u>	<u>N/A</u>
13.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
14.	Irrigation/Watering – Manual		
	a. Valve Box Integrity - replace covers, check for safety & security	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree & Bushes	<u>N/A</u>	<u>N/A</u>

Proposer shall indicate below their hourly rate per employee in the performance of each task. The rates below will be used when additional services are requested or if services curtailed. This rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB.

ITEM	TASK DESCRIPTION	HOURLY COST
1.	All Site Inspection and Reporting per Requirements	\$
2.	All Management and Supervision	\$
3.	Mowing	\$
4.	String Whipping/Weeding	
	a. Open Areas	\$
	b. Specialized Areas	\$
5.	String Weed Edging	
	a. Concrete Drainage Swales	\$
	b. Sidewalks	\$
6.	Weed Removal	
	a. Walks, Beds, Planters, and Groundcover Hardscape	\$
	b. Bare Areas	\$
	c. Undeveloped Areas	\$
7.	Litter Control	\$
8.	Raking	
	a. Turf Under Trees	\$
	b. Planter Beds and Planters	\$
9.	Clearance Pruning/Hedge Trimming	
	a. Tree Safety Clearance/Tree Pruning	\$
	b. Shrub Safety Clearance/Shrub Pruning	\$
	c. Hedge Shaping/ Trimming	\$
	d. Groundcover Thinning/Turf Reseeding	\$
10.	Sweep – Hard Surface, Walks, Driveway, and Steps	\$
11.	Aerification	\$
12.	Rodent Control	\$
13.	Turf and Plant Fertilization	\$
14.	Chemical Application	
15.	Irrigation/Watering – Manual	
	a. Valve box integrity, replace covers, check for safety & security	\$
	b. Inspect, Operate, Control and Make Adjustments	\$
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	\$
	d. Manual/Imported Water for Tree & Bushes	\$

TOTAL PROPOSED PRICE SUMMARY

A.	SERVICE LOCATIONS		MONTHLY COST	ANNUAL COST (Monthly cost x 12)
1	LOCATION 1: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE		\$	\$
2	LOCATION 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA		\$	\$
В.	ADDITIONAL WORK HOURS (ON-CALL)		BIDDER'S HOURLY RATE	ANNUAL COST (Hourly rate x 2000)
1	ADDITIONAL WORK HOURS: Laborer Rate	2,000 Total Hours	\$	\$
	\$			

Legal Name Of Bidder		
Signature Of Person Authorized To Submit Bid		
Title Of Authorized Person		
Date	State Contractor's License Number	License Type
Bidder's Address:		
Phone	Fax	E-Mail

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SCHEDULE OF PRICES

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following Bid for the performance of the work as described in these Specifications. The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

*MINIMUM HOURS PER FREQUENCY: This represents the minimum hours Public Works estimates for the completion of each task. It is the sole responsibility of the contractor to provide their cost for completion of the given task.

<u>LOCATION NO. 1</u>: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
1.	All Site Inspection and Reporting per Requirement	1	52
2.	All Management and Supervision	1	52
3.	Mowing		
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
4.	String Whipping/Weeding		
	a. Open Areas	1	52
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
5.	String Weed Edging		
	a. Concrete Drainage Swales		ON-CALL
	b. Sidewalks		ON-CALL
6.	Weed Removal		
	a. Walks, Beds, Planters, and Groundcover Hardscape		ON-CALL
	b. Bare Areas		ON-CALL
	c. Undeveloped Areas		ON-CALL
7.	Litter Control		
	a. Concrete Drainage Swales Inlets	1	26
	b. Developed Areas	1	26
	c. Undeveloped Areas	1	26

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
8.	Raking		
	a. Turf Under Trees (On-call)	1	6
	b. Planter Beds and Planters (On-call)	1	6
9.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning/ Sucker Growth Removal (As necessary)	1	3
	b. Shrub Safety Clearance/Shrub Pruning	1	6
	c. Hedge Shaping/ Trimming	1	6
	d. Groundcover Thinning/Turf Reseeding	1	4
10.	Sweep – Hard Surface, Walks, Driveway, and Steps		ON-CALL
11.	Aerification (On-call)	<u>N/A</u>	<u>N/A</u>
12.	Rodent Control (On-call)	<u>N/A</u>	<u>N/A</u>
13.	Turf and Plant Fertilization (On-call)	<u>N/A</u>	<u>N/A</u>
14.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
15.	Irrigation/Watering – Manual		
	 a. Valve Box Integrity – Replace Covers, Check for Safety and Security 	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree and Bushes	<u>N/A</u>	<u>N/A</u>

LOCATION NO. 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CALIFORNIA

ITEM	TASK DESCRIPTION	*MINIMUM HOURS	ANNUAL
		PER FREQUENCY	FREQUENCY
1.	All Site Inspection and Reporting per Requirements	0.5	2
2.	All Management and Supervision	0.5	2
3.	Mowing	<u>N/A</u>	<u>N/A</u>
4.	Mechanical Edging		
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>
5.	Weed Removal a. Walks, Beds, Planters, and Groundcover Hardscape	<u>N/A</u>	<u>N/A</u>
	b. Bare Areas	<u>N/A</u>	<u>N/A</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>
6.	Litter Control	<u>N/A</u>	<u>N/A</u>
7.	Raking		
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>
	b. Planter Beds and Planters	<u>N/A</u>	<u>N/A</u>
8.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning	1	1
	b. Shrub Safety Clearance/Shrub Pruning	1	1
	c. Hedge Shaping/ Trimming	1	1
	d. Groundcover Thinning/Turf Reseeding	<u>N/A</u>	<u>N/A</u>
9.	Sweep – Hard Surface, Walks, Driveway, and Steps	1	1
10.	Aerification	<u>N/A</u>	<u>N/A</u>
11.	Rodent Control	<u>N/A</u>	<u>N/A</u>
12.	Turf and Plant Fertilization	<u>N/A</u>	<u>N/A</u>
13.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
14.	Irrigation/Watering – Manual		
	a. Valve Box Integrity - replace covers, check for safety & security	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree & Bushes	<u>N/A</u>	<u>N/A</u>

Proposer shall indicate below their hourly rate per employee in the performance of each task. The rates below will be used when additional services are requested or if services curtailed. This rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB.

ITEM	TASK DESCRIPTION	HOURLY COST
1.	All Site Inspection and Reporting per Requirements	\$
2.	All Management and Supervision	\$
3.	Mowing	\$
4.	String Whipping/Weeding	
	a. Open Areas	\$
	b. Specialized Areas	\$
5.	String Weed Edging	
	a. Concrete Drainage Swales	\$
	b. Sidewalks	\$
6.	Weed Removal	
	a. Walks, Beds, Planters, and Groundcover Hardscape	\$
	b. Bare Areas	\$
	c. Undeveloped Areas	\$
7.	Litter Control	\$
8.	Raking	
	a. Turf Under Trees	\$
	b. Planter Beds and Planters	\$
9.	Clearance Pruning/Hedge Trimming	
	a. Tree Safety Clearance/Tree Pruning	\$
	b. Shrub Safety Clearance/Shrub Pruning	\$
	c. Hedge Shaping/ Trimming	\$
	d. Groundcover Thinning/Turf Reseeding	\$
10.	Sweep – Hard Surface, Walks, Driveway, and Steps	\$
11.	Aerification	\$
12.	Rodent Control	\$
13.	Turf and Plant Fertilization	\$
14.	Chemical Application	
15.	Irrigation/Watering – Manual	
	a. Valve box integrity, replace covers, check for safety & security	\$
	b. Inspect, Operate, Control and Make Adjustments	\$
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	\$
	d. Manual/Imported Water for Tree & Bushes	\$

TOTAL PROPOSED PRICE SUMMARY

A.	SERVICE LOCATIONS		MONTHLY COST	ANNUAL COST (Monthly cost x 12)
1	LOCATION 1: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE		\$	\$
2	LOCATION 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA		\$	\$
В.	ADDITIONAL WORK HOURS (ON-CALL)		BIDDER'S HOURLY RATE	ANNUAL COST (Hourly rate x 2000)
1	ADDITIONAL WORK HOURS: Laborer Rate	2,000 Total Hours	\$	\$
GRAND PROPOSED ANNUAL TOTAL: [Sum of Annual Cost of A.1+A.2+B.1]				\$

Legal Name Of Bidder		
Signature Of Person Authorized To Submit Bid		
Title Of Authorized Person		
Date	State Contractor's License Number	License Type
Bidder's Address:		
Phone	Fax	E-Mail

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SCHEDULE OF PRICES

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following Bid for the performance of the work as described in these Specifications. The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

*MINIMUM HOURS PER FREQUENCY: This represents the minimum hours Public Works estimates for the completion of each task. It is the sole responsibility of the contractor to provide their cost for completion of the given task.

<u>LOCATION NO. 1</u>: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
1.	All Site Inspection and Reporting per Requirement	1	52
2.	All Management and Supervision	1	<u>52</u>
3.	Mowing		
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
4.	String Whipping/Weeding		
	a. Open Areas	1	52
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>
5.	String Weed Edging		
	a. Concrete Drainage Swales		ON-CALL
	b. Sidewalks		ON-CALL
6.	Weed Removal		
	a. Walks, Beds, Planters, and Groundcover Hardscape		ON-CALL
	b. Bare Areas		ON-CALL
	c. Undeveloped Areas		ON-CALL
7.	Litter Control		
	a. Concrete Drainage Swales Inlets	1	26
	b. Developed Areas	1	26
	c. Undeveloped Areas	1	<u>26</u>

ITEM	TASK DESCRIPTION	*MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY
8.	Raking		
	a. Turf Under Trees (On-call)	1	6
	b. Planter Beds and Planters (On-call)	1	6
9.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning/ Sucker Growth Removal (As necessary)	1	3
	b. Shrub Safety Clearance/Shrub Pruning	1	6
	c. Hedge Shaping/ Trimming	1	6
	d. Groundcover Thinning/Turf Reseeding	1	4
10.	Sweep – Hard Surface, Walks, Driveway, and Steps		ON-CALL
11.	Aerification (On-call)	<u>N/A</u>	<u>N/A</u>
12.	Rodent Control (On-call)	<u>N/A</u>	<u>N/A</u>
13.	Turf and Plant Fertilization (On-call)	<u>N/A</u>	<u>N/A</u>
14.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
15.	Irrigation/Watering – Manual		
	 a. Valve Box Integrity – Replace Covers, Check for Safety and Security 	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree and Bushes	<u>N/A</u>	<u>N/A</u>

LOCATION NO. 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CALIFORNIA

ITEM	TASK DESCRIPTION	*MINIMUM HOURS	ANNUAL
		PER FREQUENCY	FREQUENCY
1.	All Site Inspection and Reporting per Requirements	0.5	2
2.	All Management and Supervision	0.5	2
3.	Mowing	<u>N/A</u>	<u>N/A</u>
4.	Mechanical Edging		
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>
5.	Weed Removal a. Walks, Beds, Planters, and Groundcover Hardscape	<u>N/A</u>	<u>N/A</u>
	b. Bare Areas	<u>N/A</u>	<u>N/A</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>
6.	Litter Control	<u>N/A</u>	<u>N/A</u>
7.	Raking		
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>
	b. Planter Beds and Planters	<u>N/A</u>	<u>N/A</u>
8.	Clearance Pruning/Hedge Trimming		
	a. Tree Safety Clearance/Tree Pruning	1	1
	b. Shrub Safety Clearance/Shrub Pruning	1	1
	c. Hedge Shaping/ Trimming	1	1
	d. Groundcover Thinning/Turf Reseeding	<u>N/A</u>	<u>N/A</u>
9.	Sweep – Hard Surface, Walks, Driveway, and Steps	1	1
10.	Aerification	<u>N/A</u>	<u>N/A</u>
11.	Rodent Control	<u>N/A</u>	<u>N/A</u>
12.	Turf and Plant Fertilization	<u>N/A</u>	<u>N/A</u>
13.	Chemical Application NOTE: Use of any chemical herbicides will not be allowed to perform any weed abatement or other landscape operations under this contract.	<u>N/A</u>	<u>N/A</u>
14.	Irrigation/Watering – Manual		
	a. Valve Box Integrity - replace covers, check for safety & security	<u>N/A</u>	<u>N/A</u>
	b. Inspect, Operate, Control and Make Adjustments	<u>N/A</u>	<u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>N/A</u>	<u>N/A</u>
	d. Manual/Imported Water for Tree & Bushes	<u>N/A</u>	<u>N/A</u>

Proposer shall indicate below their hourly rate per employee in the performance of each task. The rates below will be used when additional services are requested or if services curtailed. This rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB.

ITEM	TASK DESCRIPTION	HOURLY COST
1.	All Site Inspection and Reporting per Requirements	\$
2.	All Management and Supervision	\$
3.	Mowing	\$
4.	String Whipping/Weeding	
	a. Open Areas	\$
	b. Specialized Areas	\$
5.	String Weed Edging	
	a. Concrete Drainage Swales	\$
	b. Sidewalks	\$
6.	Weed Removal	
	a. Walks, Beds, Planters, and Groundcover Hardscape	\$
	b. Bare Areas	\$
	c. Undeveloped Areas	\$
7.	Litter Control	\$
8.	Raking	
	a. Turf Under Trees	\$
	b. Planter Beds and Planters	\$
9.	Clearance Pruning/Hedge Trimming	
	a. Tree Safety Clearance/Tree Pruning	\$
	b. Shrub Safety Clearance/Shrub Pruning	\$
	c. Hedge Shaping/ Trimming	\$
	d. Groundcover Thinning/Turf Reseeding	\$
10.	Sweep – Hard Surface, Walks, Driveway, and Steps	\$
11.	Aerification	\$
12.	Rodent Control	\$
13.	Turf and Plant Fertilization	\$
14.	Chemical Application	
15.	Irrigation/Watering – Manual	
	a. Valve box integrity, replace covers, check for safety & security	\$
	b. Inspect, Operate, Control and Make Adjustments	\$
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	\$
	d. Manual/Imported Water for Tree & Bushes	\$

TOTAL PROPOSED PRICE SUMMARY

Α.	SERVICE LOCATIONS		MONTHLY COST	ANNUAL COST (Monthly cost x 12)		
1	LOCATION 1: MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER TO MONTELLANO AVENUE	\$	\$			
2	LOCATION 2: 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA		\$	\$		
В.	ADDITIONAL WORK HOURS (ON-CAL	OITIONAL WORK HOURS (ON-CALL)				
1	ADDITIONAL WORK HOURS: Laborer Rate	2,000 Total Hours	\$	\$		
	\$					

Legal Name Of Bidder		
Signature Of Person Authorized To Submit Bid		
Title Of Authorized Person		
Date	State Contractor's License Number	License Type
Bidder's Address:		
Phone	Fax	E-Mail

P:\aepub\Service Contracts\CONTRACT\Danny\LANDSCAPE-MONTELLANO SLOPE\2020\IFB\01 IFB\04.5 PW-2.5 (Option Term 4).doc

SCHEDULE OF PRICES FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

SUMMARY OF TERMS

SCHEDULE OF PRICES	CONTRACT TERM	ANNUAL AMOUNT
Forms PW 2.1	Initial Term	\$
Forms PW 2.2	Option Term 1	\$
Forms PW 2.3	Option Term 2	\$
Forms PW 2.4	Option Term 3	\$
Forms PW 2.5	Option Term 4	\$
	Total Overall Contract Amount:	\$
	\$	

In accordance with the specifications set forth in this solicitation, the undersigned Bidder offers to perform the work described in the Invitation For Bids (IFB) for the price(s) shown in the Forms PW-2.1 through PW-2.5. The Bidder's rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
Title of Authorized Person		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
Proposer's Address	BUSINESS PHONE	E-Mail

LIST OF SUBCONTRACTORS

Bidder is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform AND THEIR LICENSE

	ED HEREIN. Î	Failure to do so may result in dela e service.	
☐ Bidder will not use Subc Bidder will perform all re			
Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your subcontractor is currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below. (make copy of this form, if necessary)

	Subcontractor Name	Local SBE	SBE	Minority	Women- Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

County of Los Angeles Request for County's Preference Program Consideration and CBE Firm/Organization Information Form

I. <u>INSTRUCTIONS:</u> Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

105 0	THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.						
□ Red	quest for Local Small	l Business Enterprise (L	SBE) Program Pre	ference			
	☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or						
	☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and						
	Certified as a LSBE b	by the DCBA.					
□ Red	quest for Social Ente	rprise (SE) Program Pre	eference				
	□ A business that has been in operation for at least one year providing transitional or permanen employment to a Transitional Workforce or providing social, environmental and/or human justice services; and						
	☐ Certified as a SE business by the DCBA.						
□ Red	☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference						
	☐ Certified by the State of California, or						
	Certified by U.S. Dep	partment of Veterans Affai	irs as a DVBE; or				
	criteria set forth by: veteran-owned small	the State of California business by the Veterans	as a DVBE or is v	nclusion policy that meets the verified as a service-disabled			
	Certified as a DVBE	•					
NO INS	BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.						
OF CAL	DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.						
	□ DCBA certification is attached.						
Name	Name of Firm County Webven No.						
Print N	ame:		Title:				
Signatu	ure:		Date:				
Re	eviewer's Signature	Approved	Disapproved	Date			

	NOTE: Bidders responding to this IFB must complete this form for proper consideration of their proposal.													
	FIRM NAME:	:												
	My County	(WebVen) Vendor	Number	r:										
l.		IZATION INFORMATION INFORMATIO												
	Business St	ructure: Sole F	Proprietors	hip	Partner:	ship			Corporation		Nonprofit	☐ Franch	ise	
	Ot	her (Please Specify	/):											
	Total Number	er of Employees (incli	uding own	ers):										
	Race/Ethnic	Composition of Firm	. Please d	listribute tl	he abov	e total	numbe	er of i	individuals int	o the fo	ollowing ca	ategories:		
	Race/Ethn	ic Composition			ers/Pa				Mana	gers			Staf	ff
				Ма	le	Fem	nale		Male	Fe	emale	Male		Female
	Black/Afric	an American												
	Hispanic/L	atino												
	Asian or Pa	acific Islander												
	American I	ndian												
	Filipino													
	White													
II.	PERCENTAG	E OF OWNERSHIP IN	FIRM: Ple	ease indic	ate by p	ercent	age (%	b) hov	w <u>ownership</u> (of the f	irm is distr	ibuted.		
		Black/African American	Hispani	ic/ Latino	As	sian or Islan			American I		Fil	lipino		White
	Men	%		%				%		%		%		%
	Women	%		%				%		%		%		%
V.	currently certif	ON AS MINORITY, Waried as a minority, wo attach a copy of your pr	men, disad	dvantaged	d or disa	abled v	veterar	ow	ned business					
		Agency Name			Minor	ity	Wome	en	Disadvanta	aged	Disable	d Veteran	Ехр	iration Date
/ .	this proposal	r acknowledges that i are made, the propos I his/her judgment sh	sal may be	rejected										
		<u>N</u> : I DECLARE UNDE N IS TRUE AND CORI		TY OF PE	RJURY	' UNDE	ER THI	E LA	WS OF THE	STATE	OF CALI	FORNIA TH	AT T	HE ABOVE
	Authorized Sig	gnature:					Title	e:				Date:		
00	AL ODE FIRM		1 DOC D	, 10/10/11	DIA/ D	001.40	/4.0/4.0							

LOCAL SBE-FIRM-ORGANIZATION FORM.DOC Rev. 10/18/16 PW Rev. 10/18/16

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all the following information, sign where indicated below, and return this form with their proposal.

A.	Proposer has a proven record of hiring GAIN, ☐ YES (subject to verification by County) ☐ NO	GROW participants.
B.	GAIN/GROW participants for any future	ob openings and job requirements to consider employment openings if the GAIN/GROW ns for the opening. "Consider" means that I/GROW participants.
	□YES	
	\square NO	
C.	Proposer is willing to provide employee employee-mentoring program, if available.	d GAIN/GROW participants access to its
	□YES	
	□NO	
	□ N/A (Program not available)	
	Signature	Title
	Firm Name	Date

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for	•	Services

BIDDER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Bidder acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that Bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:					
Company Address:	_				
City:	State:		Zip Code:		
Telephone Number:	Email Address:				
Solicitation/Contract for			Services		
BIDDER	R/CONTRACTOR CERTIFIC	ATION			
effort to remove job barriers for indivi- contract with the County to comply wi Government Code Section 12952	The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.				
Bidder/Contractor acknowledges ar practices set forth in California Go (Compliance with Fair Chance Ebidder/contractor and staff perfor Bidder/Contractor further acknowledget forth in California Government termination of any resultant Contract,	vernment Code Section 12 Employment Practices) of ming work under the G ges that noncompliance with Code Section 12952 may	2952, as indic the Contrac Contract will n fair chance of result in rejo	ated in Section 8.56 et, and agrees that be in compliance. employment practices		
I declare under penalty of perjury underein is true and correct and that					
Print Name:		Title			
Signature:		Date:			

COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification. Bidder may submit additional documentation in their Bid to supplement this Form PW-19.1

Δt	the	time o	of proposal	Leuhmiesion	Ridder must	meet the	following	minimum	requirements
Mι	ше	unec	ม บเบบบรลเ	i SubilliSSIUII.	. Diuuei iiiusi	. meet me	ionowina	HIIIIIIIIIIIIIII	reduirement

At the	time	of proposal submission	n, Bidder must meet th	e following minimum requirements:		
1.	Rec		Qualifications (RFSQ) f	or List resulting from the Public Works' or Landscape and Grounds Maintenance		
		Yes. Bidder is include	ed in the Qualified List r	resulting from the above referenced RFSQ.		
		No. Bidder is not included in the Qualified List resulting from the above referenced RFSQ.				
2.		der must have a minimum of 3 years of experience providing landscape maintenance vices. Subcontracting is not allowed to meet this requirement.				
			eet the experience req	uirement stated above. Please complete the		
		Bidder's Name Dates of Experience (Mth/Yrs to Mth/Yrs) Description of Services/Experience				
				requirement as stated above. Checking this box or failure to meet this requirement.		
3.				have a minimum of 3 years of experience g is not allowed to meet this requirement.		
			supervising employee(e complete the chart be	s) does meet the experience requirement as low.		
	_	Bidder's on-site supervising employee(s) name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience		
	No. Bidder's on-site supervising employee(s) does not meet the experience requirement as stated above. Checking this box will result in rejection of your bid submission for failure to meet this requirement.					

chart below.	s meet the licens Type of License	ing requirement as sta	ated above	. Please complet
	Type of License			
	Type of License	License No.	Va	lid/Active Dates
		nse requirement as st sion for failure to meet		_
rtment of Pesticide	Regulation Pest (Subcontractor(s)	t submit a copy of a v Control Business licens does meet the licens	se.	
ense Holder's Nam		No. Valid/Activ	ve Dates	Subcontractor
				□ Yes □ No
		or(s) does not meet to in rejection of your bid		•
of California Depart	tment of Pesticide	s) employee(s) must se Regulation Qualified (s) does meet the co	Applicator	certification.
above. Please cor ense Holder's Nam	·		ve Dates	Subcontractor
				□ Yes □ No
- -				No. Bidder or its Subcontractor(s) does not meet the certification

requirement.

an	dder or its subcontractor(s d active State of Califo	rnia Department of I	ndustrial Relations P	ublic Works Contra		
Re		Subcontractor(s), if ar	ny, does meet the reg		ıt as	
	stated above. Please complete the chart below. Registration Name Registration No. Valid/Active Dates Subcontractor					
	rtogioti unon riumo	rogion anon rro		☐ Yes☐ No		
				☐ Yes☐ No		
	work does not meet t	e(s) and its Subcontracthe registration required submission for failure to	ment stated above. Ch	ecking this box will re		
	<u></u>					
Bidder fur statements	under the penalty of penalty of penalty of penalther acknowledges that is in connection with this of the County.	if any false, misleadi	ng, incomplete, or de	eceptively unrespon	sive	
Did :						
Bidder's Nar	ne:					
Authorized re	epresentative Name:					
Signature:				Date:		

STATEMENT OF EQUIPMENT FORM LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

BIDDER'S NAME:		
ADDRESS:		
TELEPHONE:		
STATE BELOW THE INFORM	MATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THI	S SERVICE

NOTE: Please list only one (1) item per line; DO NOT submit an equipment list in your own format. If necessary, you may make additional copies of this form to list all equipment.

TYPE OF FOURMENT	MAKE OF MODEL	VEAR CERIAL NUMBER	CONDITION OF	OPERATIONAL/		DESIGNATION Check one			
TYPE OF EQUIPMENT	EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	EQUIPMENT	NON OPERATIONAL	LOCATION	DEDICATED	PRIMARY BACKUP

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name:				
Company Address:				
City:	State:	Zip Code:		
Telephone Number:	Email address:			
Solicitation/Contract for:				
BIDDER CERTIFICATION				

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Exhibit A.1, Scope of Work, Integrated Pest Management Program Compliance of the proposed Contract. The entire Countywide IPM Program is available at www.lacountyipm.org

Proposer acknowledges and certifies compliance with Exhibit A.1, Scope of Work, Integrated Pest Management Program Compliance of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

LIVING WAGE RATE ANNUAL ADJUSTMENTS

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	Previous Year + CPI Increase
January 1, 2022	Previous Year + CPI Increase

Effective January 1, 2021, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1st of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2021, and every year thereafter.

Instructions for Forms PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start July 1, 2020, and will end June 30, 2021, which covers two different rates of Living Wage. This means in the contractor must adhere to two different rates of Living Wage during one Contract term. Each Contract term has its own Form PW-2 and Form LW-8.

<u>IMPORTANT</u>: IF A CONTRACT TERM SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS YOUR HOURLY RATE LISTED ON LW-8 FORMS MUST BE EITHER THE <u>HIGHER</u> OF THE TWO LIVING WAGE RATES <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

For example, contractor's term cover from October 1, 2019 to December 31, 2019, the Living Wage rate is \$15.79 and from January 1, 2020 to August 31, 2020, the Living Wage rate is \$16.31, therefore; the Contractor's LW-8 for this period must be \$16.31 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

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COUNTY OF LOS ANGELES ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Age	ent is required to check each of the following two boxes:	
LIVING \	NAGE ORDINANCE:	
	The Agent has read the County's Living Wage Ordinance (Lo and understands that the Firm is subject to its terms.	os Angeles County Code, Section 2.201.010 through 2.201.100),
CONTRA	ACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARME	NT ORDINANCE:
	The Agent has read the County's Determinations of Contractor N County Code Section 2.202.010 through 2.202.060), and understa	onresponsibility and Contractor Debarment Ordinance (Los Angeles ands that the Firm is subject to its terms.
	LAW/PAYROLL VIOLATIONS: Law/Payroll Violation" includes violations of any federal, state or	local statute, regulation, or ordinance pertaining to wages, hours or
working		the Fair Labor Standards Act, employment of minors, or unlawful
Hist	tory of Alleged Labor Law/Payroll Violations (Check One):	
	The Firm HAS NOT been named in a complaint, claim, investigate which involves an incident occurring within three (3) years of the	tion or proceeding relating to an alleged Labor Law/Payroll Violation e date of the proposal; OR
	·	proceeding relating to an alleged Labor Law/Payroll Violation which date of this proposal. (I have attached to this form the required ation for each allegation.)
Hist	tory of Determinations of Labor Law /Payroll Violations (Check	One):
	There HAS BEEN NO determination by a public entity within the Labor Law/Payroll Violation; OR	ree (3) years of the date of the proposal that the Firm committed a
	Law/Payroll Violation. I have attached to this form the required for each violation (including each reporting entity name, case ropened, and nature and disposition of each violation or finding	(3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll/Debarment History form with the pertinent information number, name and address of claimant, date of incident, date claim a.) (The County may deduct points from the Bidder's final evaluation available with the largest deductions occurring for undisclosed
HISTOR	Y OF DEBARMENT (Check one):	
	The Firm HAS NOT been debarred by any public entity during the	past ten (10) years; OR
		ten (10) years. Provide the pertinent information (including each nt, date of incident, date claim opened, and nature and disposition of t History form.
I declare	under penalty of perjury under the laws of the State of California	rnia that the above is true, complete and correct.
Owner's	/Agent's Authorized Signature	Print Name and Title
Print Na	me of Firm	Date

BIDDER'S EMPLOYEE BENEFITS

Bidder:			
Name of Bidder's He	ealth Plan:		_Date:
Medical Insurance/Hea	alth Plan:		
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$	
Annual Deductible Employe		Family \$	
	K-Ray and Laboratory Surgery Office Visits Pharmacy		
Dental Insurance:			
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$	
Life Insurance:			
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$	
Vacation:			
Number of Days	and		
Any increase after	years of employment,	, number of days or hours	
Sick Leave:			
Number of Days	and		
Any increase after	years of employment,	, number of days or hours	
Holidays:			
Number of Days	per year		
Retirement:			
Employer Pays \$	Employee Pays \$	Total Premium \$	

STAFFING PLAN & COST METHODOLOGY FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES - Montellano Slope: Initial Term

POSITION/TITLE *			HOUR	S PER	DAY			HOURS	APPROXIMATE	HOURLY	7200	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	ANNUAL HOURS (WEEKLY HRS x 52)	WAGE RATE**	COST	
											\$	
											\$	
											\$	
											\$	
											\$	
											\$	
Comments/Notes:								Total Salaries	\$			
	**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE				(1) Va	cations,	Sick Le	ave, Holiday		\$		
HIGHER OF THE TWO LIVING WAGE R. SPANS THROUGH MULTIPLE LIVING WA					(2) Hea	alth Ins	urance		\$			
MUST CLEARLY SHOW THE TWO DIFFERE	ENT LIVI				(3) Pay	roll Ta	xes & W	orkers' Comper	\$			
THE FORM LW-8s PER EACH YEAR'S RATE					(4) We	lfare ar	nd Pensi	on	\$			
								То	\$			
					(5) Equ	uipmen	t Costs		\$			
					(6) Ser	vice ar	d Supply	y Costs		\$		
					(7) Ge	neral a	nd Admii	nistrative Costs			\$	
					(8) Pro	fit				\$		
										osts (5+6+7+8)	\$	
* All employees shown must be FULL-TIME e										TAL PRICE	\$	

^{*} All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices (SOP). When there is a discrepancy between the price quoted in Form PW-2, SOP, and this cost methodology, Form LW-8; the correctly calculated price indicated in Form PW-2, SOP, shall prevail.

within the requirements of the Bid.		
Name of Bidder	Signature	 Date

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate

^{**} Living wage rate shall be at the wage rate in accordance with LACo Code Chapter 2.201 - Living Wage Program. Hourly rates not in compliance may subject your proposal to rejection.

STAFFING PLAN & COST METHODOLOGY FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES - Montellano Slope: 1st Option Term

POSITION/TITLE *			HOUR	S PER	DAY			HOURS	APPROXIMATE	HOURLY	7200
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	ANNUAL HOURS (WEEKLY HRS x 52)	WAGE RATE**	COST
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:								Total Salaries	\$		
**Important: HOURLY RATE LISTED ON LV	**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE				(1) Va	cations,	Sick Le	ave, Holiday	\$		
HIGHER OF THE TWO LIVING WAGE R. SPANS THROUGH MULTIPLE LIVING WA					(2) He	alth Ins	urance		\$		
MUST CLEARLY SHOW THE TWO DIFFERE	ENT LIVI				(3) Pay	yroll Ta	xes & W	orkers' Comper	\$		
THE FORM LW-8s PER EACH YEAR'S RATE					(4) We	lfare ar	nd Pensi	on	\$		
								То	\$		
					(5) Eq	uipmen	t Costs		\$		
					(6) Sei	rvice ar	nd Suppl	y Costs		\$	
			(7) General and A			nd Admi	nistrative Costs			\$	
					(8) Pro	ofit					\$
									Total Other Co	osts (5+6+7+8)	\$
* All continues above south a FILL TIME										TAL PRICE	\$

^{*} All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices (SOP). When there is a discrepancy between the price quoted in Form PW-2, SOP, and this cost methodology, Form LW-8; the correctly calculated price indicated in Form PW-2, SOP, shall prevail.

within the requirements of the Bid.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Name of Bidder	Signature		

The above information was complied from records that are available to me at this time and I declare under penalty of periury that the information is true and accurate

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STAFFING PLAN & COST METHODOLOGY FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES - Montellano Slope: 2nd Option Term

POSITION/TITLE *		1	HOUR	S PER	DAY			HOURS	APPROXIMATE	HOURLY	0007
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	ANNUAL HOURS (WEEKLY HRS x 52)	WAGE RATE**	COST
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:							Total Salaries	\$			
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE				(1) Va	cations,	Sick Le	ave, Holiday	\$			
HIGHER OF THE TWO LIVING WAGE RASPANS THROUGH MULTIPLE LIVING WA					(2) He	alth Ins	urance		\$		
MUST CLEARLY SHOW THE TWO DIFFERE	ENT LIVI				(3) Pay	roll Ta	xes & W	orkers' Comper	\$		
THE FORM LW-8s PER EACH YEAR'S RATE	•				(4) We	lfare ar	nd Pensi	ion	\$		
								То	\$		
					(5) Eq	uipmen	t Costs		\$		
					(6) Sei	vice ar	nd Suppl	y Costs			\$
					(7) Ge	neral a	nd Admi	nistrative Costs	\$		
					(8) Pro	fit					\$
										osts (5+6+7+8)	
* All employees shown must be FULL-TIME en										TAL PRICE	\$

^{*} All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices (SOP). When there is a discrepancy between the price quoted in Form PW-2, SOP, and this cost methodology, Form LW-8; the correctly calculated price indicated in Form PW-2, SOP, shall prevail.

within the requirements of the Bid.	s that are available to me at this tim	ie and i declare under penalty of pe	erjury that the information is true and acc	urate
Name of Bidder	Sianature	_	Date	

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(SUPPLEMENTAL)

STAFFING PLAN & COST METHODOLOGY FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES - Montellano Slope: 3rd Option Term

POSITION/TITLE *		l	HOUR	S PER	DAY			HOURS	APPROXIMATE	HOURLY	COST
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER A	ANNUAL HOURS (WEEKLY HRS x 52)	WAGE RATE**	CO31
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:								Total Salaries	\$		
•	t: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE				(1) Va	cations,	Sick Le	ave, Holiday	\$		
HIGHER OF THE TWO LIVING WAGE R. SPANS THROUGH MULTIPLE LIVING WA					(2) He	alth Ins	urance		\$		
MUST CLEARLY SHOW THE TWO DIFFERE	ENT LIVI				(3) Pa	yroll Ta	xes & W	orkers' Comper	\$		
THE FORM LW-8s PER EACH YEAR'S RATE	•				(4) We	elfare ar	nd Pensi	on	\$		
								То	\$		
					(5) Eq	uipmen	t Costs		\$		
					(6) Sei	rvice an	d Suppl	y Costs	\$		
					(7) Ge	neral ar	nd Admii	nistrative Costs		\$	
					(8) Pro	ofit					\$
									Total Other Co	osts (5+6+7+8)	\$
									TO	TAL PRICE	\$

^{*} All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices (SOP). When there is a discrepancy between the price quoted in Form PW-2, SOP, and this cost methodology, Form LW-8; the correctly calculated price indicated in Form PW-2, SOP, shall prevail.

within the requirements of the Bid.	at are available to me at this time and rueciare under penalty of	perjury that the information is true and accurate
		-
Name of Bidder	Signature	Date

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate

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STAFFING PLAN & COST METHODOLOGY FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES - Montellano Slope: 4th Option Term

POSITION/TITLE *			HOUR	S PER	DAY			HOURS	S APPROXIMATE HOURLY		COST
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	ANNUAL HOURS (WEEKLY HRS x 52)	WAGE RATE**	COST
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:				Total Salaries						\$	
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE				(1) Va	cations,	Sick Le	ave, Holiday	\$			
HIGHER OF THE TWO LIVING WAGE RASPANS THROUGH MULTIPLE LIVING WA					(2) He	alth Ins	urance		\$		
MUST CLEARLY SHOW THE TWO DIFFERE	ENT LIVI				(3) Pa	yroll Ta	xes & W	orkers' Comper	\$		
THE FORM LW-8s PER EACH YEAR'S RATE	•				(4) We	elfare ar	nd Pensi	on	\$		
								То	\$		
					(5) Eq	uipmen	t Costs		\$		
					(6) Se	rvice ar	d Supply	y Costs	\$		
			(7) Ge	neral a	nd Admii	nistrative Costs	\$				
					(8) Pro	ofit					\$
									Total Other Co	osts (5+6+7+8)	\$
* All amplayage shows must be ELILL TIME a										TAL PRICE	\$

^{*} All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

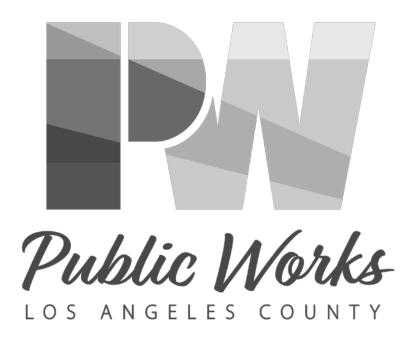
Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices (SOP). When there is a discrepancy between the price quoted in Form PW-2, SOP, and this cost methodology, Form LW-8; the correctly calculated price indicated in Form PW-2, SOP, shall prevail.

within the requirements of the Bid.		
Name of Bidder	Signature	Date

The above information was compiled from records that are available to me at this time and I declare under penalty of periury that the information is true and accurate

^{**} Living wage rate shall be at the wage rate in accordance with LACo Code Chapter 2.201 - Living Wage Program. Hourly rates not in compliance may subject your proposal to rejection.

Part II Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

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	[Successful Bidder's Form LW-8.1-8.5 will be incorporated here]	
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SAMPLE AGREEMENT FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

THIS AGREEMENT, made and entered into this day of, 2020, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR] a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).
<u>WITNESSETH</u>
<u>FIRST</u> : The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Bid filed with the COUNTY on, 2020, hereby agrees to provide services as described in this Contract for Landscape and Slope Maintenance Services for the Montellano Slope (BRC0000171).
SECOND: This AGREEMENT, together with Exhibit A.1 (Supplemental), Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1 (Supplemental), Performance Requirements Summary; Exhibit G.1 (Supplemental), Bid Submission Instructions; Exhibit H.1, Service Area Maps; Exhibit H.2, Landscape Maintenance Plan; and the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ; and the Invitation for Bids (IFB), all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.
THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1 – PW-2.5, an amount not to exceed the maximum potential contract sum of \$
<u>FOURTH</u> : This Contract's initial term shall be for a period of one year commencing on or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year renewal options and a month-to-month extension, not to exceed six months, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a

written notice of intent to renew this Contract at least ten days prior to the end of each term.

At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Forms PW-2.1-PW-2.5, Schedule of Prices for the applicable term.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: No Cost-of-Living Adjustment (COLA) shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Bid, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A

through H, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TWELFTH</u>: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2014-SQPA001), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

<u>THIRTEENTH:</u> The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>FOURTEENTH:</u> This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

<u>FIFTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

5// // // // //

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

	By Chair, Board of Supervisors
ATTEST:	Chair, Board of Supervisors
CELIA ZAVALA Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
MARY WICKHAM County Counsel	
By Deputy	
Deputy	[NAME OF CONTRACTOR]
	By Its President
	Its President
	Type or Print Name
	By Its Secretary
	its Secretary
	Type or Print Name

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SCOPE OF WORK

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (BRC0000171)

A. Public Works Contract Manager

The Contract Manager for this service will be Mr. Edward Lee of Public Works Road Maintenance Division. Mr. Lee may be contacted at (626) 337-1277, or elee@pw.lacounty.gov, Tuesday through Friday, 7 a.m. to 4:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. Public Works may occasionally change the Contract Manager, the Contractor will be notified in writing when there is such a change.

B. Work Location

The Contractor shall carefully examine the location of the proposed work, and shall become familiar with all of the physical and climatic conditions pertaining to the work locations.

The work locations to be maintained under the provisions of this Contract are specifically at:

- Montellano Slope from Canal Point Road/Heather Field Drive to Montellano Avenue (Montellano Slopes).
- 3250 Heather Field Drive, Hacienda Heights, 91745 (Heather Field Area).

The facilities may be landscaped with ground cover, shrubs, and trees.

A map of the service area can be found in Exhibit H.1, Location Map. Exhibit H.2, provides a Landscape Maintenance Plan. Additional work locations may be added as described in this Exhibit's Section I.

C. Contract Cost

All Services required in this Exhibit A.1, Scope of Work, shall be included in the prices quoted by the Contractor in Forms PW-2.1–2.5, Schedule of Prices, unless otherwise stated in the Contract.

D. Hours and Days of Maintenance Service

1. The maintenance service shall be primarily performed, Monday through Friday, except on County observed holidays, at which time the service shall be done before or after such holiday, as follows:

- a. For the months of November through April, 7 a.m. to 3:30 p.m.
- b. For the months of May through October, 7 a.m. to 4:30 p.m.

Holidays Observed by the County of Los Angeles are the following:

New Year's Day Labor Day

Martin Luther King, Jr. Day Indigenous Peoples Day

Presidents' Day

Cesar Chavez Day

Memorial Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Independence Day Christmas Day

Work hours may be altered, when necessary, with the approval of the Contract Manager.

E. Work Description

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

- Complete each task thoroughly in a professional manner. Quality equipment and materials that comply with all current regulations shall be used.
- 2. Render and provide landscape and slope maintenance services including, but not limited to:
 - a. Maintenance of groundcover, shrubs, and trees.
 - b. Renovation of groundcover areas.
 - c. Pruning of trees and shrubs.
 - d. Control of weeds and vegetation disease.

Such activities shall be performed pursuant to these specifications and to the frequencies established by Public Works, as set forth herein by Public Works in accordance with Form PW-2, Schedule of Prices, and shall govern the Contractors performance obligation for the specified area.

3. Not perform any operations, which may destroy or damage groundcover or turf areas during periods of inclement weather.

- 4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other Contractors that could conflict with Contractor's work under this Exhibit's Section K, Damage Caused by Contractor's Operations, includes, but are limited to, landscape refurbishment and/or storm related operations. In such event, the Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request made by the Contract Manager.
- 5. During the hours and days of maintenance service as identified in this Exhibit's Section C, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.
- 6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.
- 7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, edging, maintenance, etc.
- 8. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.
- 9. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

F. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

G. <u>Management/Supervision</u>

The Contractor shall:

- 1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.
- 2. Closely monitor its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any

Contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.

- 3. Ensure its crew leader(s) and operational staff as well as its supervisory and management staff are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.
- 4. Ensure its executive, management, or supervisory staff provides ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, nor inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.

H. <u>Ongoing General Maintenance Tasks</u>

<u>Definitions</u>: "Clear" means to cut and remove vegetation (except for any shrubs), leaving vegetation no more than 2 inches high as measured from the ground surface, while keeping clearance away from the curb by 2 feet, unless otherwise noted. Shrubs shall not be cut, but shall be trimmed if they are encroaching on any areas requiring clearance, such as a stairway or instrument location. All cut and removed vegetation shall be collected and disposed of off-site at an approved jobsite(s)/facility(ies) that accepts landscape waste.

"Storm season" is defined as the period of time beginning on October 1st and lasting through May 30th of the following year.

The Contractor shall perform landscape maintenance services to comply with the following provisions:

- 1. <u>General Landscape Maintenance Both Locations. Refer to Exhibit H.2, Landscape Maintenance Plan for points of reference.</u>
 - a. Maintain all areas adjacent to the sidewalk/black metal fence alongside Heather Field Drive, Canal Point Road, and from Heather Field Drive and Montellano Avenue.
 - b. Areas shall be kept clear to a width of at least 5 feet or to the retaining wall (Wall 3) where applicable.
 - c. Flat area containing Wells W-5, W-6, and Slope Inclinometers CSA-1 and CSA-9 shall be kept clear.
 - d. All vegetation within 5 feet of Wells CSA-1, CSA-2, and CSA-3 shall be kept clear.

- e. All vegetation within 5 feet of Wells W-1, W-2, W-3, W-4, and Piezometers P-1, P-2, and P-3 shall be kept clear.
- f. Five-foot wide paths from Wells W-1, W-2, W-3, W-4, and Piezometers P-1, P-2, and P-3 shall be kept clear and connect to the nearest cleared area.
- g. Keep all areas clear to a width of 5 feet along the base of the retaining wall (Wall 3) adjacent to Heather Field Drive.
- h. Keep all vegetation clear along the top and face of the entire retaining wall (Wall 4).
- i. Keep all vegetation clear along the stairway at the bottom of the retaining wall (Wall 4).
- j. Keep all vegetation clear within 5 feet of Slope Inclinometers CSA-7, CSA-12, and Piezometers P-4, P-5, P-6, and P-7 located along the third bench drain from the top of the slope.
- k. Keep all vegetation clear within 5 feet of Slope Inclinometer CSA-4 located along the fourth bench drain from the top.
- Keep all vegetation clear within 5 feet of Piezometers P-8, P-9, and P-10 located along the fifth (bottom) drainage bench from the top of the slope.
- m. Keep all vegetation clear on the area located between the bottom bench drain and the v-ditch of the buttress structure. Clearing shall occur from the access area along Montellano Avenue across from 3166 Montellano Avenue to the northern end of the lowest bench drain south of Wall 4 to an east-west line 10 feet north of Slope Inclinometer CSA-11.
- n. Maintain shrubs and vegetation along the property bounded by 3250 Heather Field Drive to 3148 Canal Point and Montellano Avenue.
- Keep all vegetation clear within 5 feet of LA-8, clearing a 5-foot wide pathway from LA-8 to the bottom bench drain down slope from 3250 Heather Field Drive.
- p. Every October, shrubs and brush on back slope is to be trimmed to max height of 4 feet.

2. Bench Drains Locations

- a. Keep all bench drains bounded by 3250 Heather Field Drive, Canal Point, 3148 Canal Point, and Montellano Avenue free of any vegetation, whether the growth is on, over, or onto the bench drains. The bench drains should be kept clear of all debris.
- Ensure all discharge hoses for the dewatering wells are returned to the bench drains if they are removed during weeding or bench drain cleaning work.

3. 3250 Heather Field Drive for Montellano Slopes:

Maintain the area below 3250 Heather Field Drive property once a year, starting from the lower chainlink fence of 3250 Heather Field Drive down to the cleared line area across from 3166 Montellano Avenue.

4. Occurrence Interval for Montellano Slope Location:

- a. All landscaping maintenance areas near or next to W1, W2, W3, W4, W5, W6, and CSA-1, CSA-2, CSA-3, CSA-5, CSA-9, CSA-10, CSA-11, and P1, P2, P3, P11 shall be performed at least on a monthly basis.
- b. All remaining landscape areas shall be maintained at least once every two months, especially the areas near or next to CSA-6, CSA-8, CSA-13, CSA-14, and LA-8.
- c. All landscaping depicted shall be maintained, preferably scheduled so that maintenance of spring growth can occur (especially during late and early storm season; months of April and October).
- d. Overgrowth in unique situations may require landscape maintenance at a more frequent basis or only in certain areas at a more frequent basis as dictated by Contract Manager.
- e. All invoicing shall describe in sufficient detail the work performed for which payment is being requested.

5. Majority of Slope Area for Montellano Slopes:

Unless otherwise noted, all vegetation greater than 2 inches high (not including shrubs) should be cleared and removed from the remaining majority of the slope area that includes:

a. Behind the 3250 Heather Field Drive property, starting from the lower chainlink fence down to the cleared line are across from 3166 Montellano Avenue.

b. The entire slope extending from Wall 4 in the south of the property line of 3148 Canal Point Road located to the north-northeast.

6. <u>Enforcement for Both Locations:</u>

- a. For any work performed at the site by the Contractor, the Contractor shall notify the designated Public Works representative at least two working days prior to the Contractor's scheduled work date.
- b. At the end of each service interval (two months), a Public Works representative will inspect the site to ensure that the Contractor has performed the work as specified before the invoice is approved.

7. Edging Operations for Both Locations:

The Contractor shall:

- a. Keep all edges neatly edged and all grass invasions eliminated.
- b. Trim all edges including, but not limited to, those edges next to sidewalks, driveways, curbs, shrub beds, groundcover beds, and around tree bases in a neat and uniform line.
- c. Complete all edging and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.
- d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
- e. Keep all groundcover areas maintained next to turf areas neatly edged and all grass invasions eliminated.
- f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris to limit hazardous and unsightly conditions.
- g. Perform the following String Weed Trimming and Edging operations:
 - i. All open area edges shall be kept neatly edged and all bushes and trees invasion must be eliminated.
 - ii. All open area edges including, but not limited to, curbs, shrub beds, groundcover, and around tree bases shall be edged to a neat and uniform line.

- iii. String weed trimming of open areas shall be completed as one operation. Height of vegetation shall not exceed 18 inches and shall be uniform in appearance.
- iv. All groundcover where maintained next to open areas shall be kept neatly edged and all bushes and tree invasions eliminated.
- v. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.
- vi. String weed trimming and edging of ground cover shall be performed 12 times per year; once per month.

8. Weed Removal Operations for Heather Field Area:

The term "weed" applies to any vegetation that is obviously not a part of the planned landscaping (i.e., a single pine sapling growing in a planting area where mature Crape Myrtle trees are growing).

The Contractor shall:

- a. Keep all grass-like weeds, vine type weeds, ragweed, and other underground spreading weeds under strict control.
- b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:
 - Hand removal (mechanical)
 - Cultivation
 - Chemical Treatment (Refer to Section S, Use of Chemicals)
 - Mulching
- c. Any weed removal operation involving chemical treatment is not to be performed without prior consultation and approval from the Contract Manager. The use of any product containing glyphosate is permanently banned for use by Los Angeles County.
- d. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.

- e. Remove all weeds from shrub beds, planters, and other cultivated areas.
- f. Inspect all walkways, beds, planters, landscapes, and spot treat weeds as necessary.
- g. Maintain, in a weed-free condition, developed areas of the work location that have become denuded.
- h. Areas dictated by the Contract Manager shall be left in a natural state so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

9. <u>Litter Control Operations for Montellano Slope:</u>

- a. Inspect and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorative rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, areas on slopes from the toe or top of slope to 10 feet up or down the slope adjacent to developed areas, and catch basins.
- b. Perform supplemental hand sweeping of parking space gutters and other parking spaces inaccessible to power equipment to accomplish all inspection and litter removal to ensure a neat appearance.
- Accomplish complete litter removal of any/all collection basins,
 V-ditches, and bench drains located on the jobsite(s)/facility(ies) including:
 - i. Floating debris and litter in the area located between the bottom bench drain and the V-ditch of the buttress structure and/or bench drains.
 - ii. Trash cans and any other large materials placed into collection basin and/or bench drains.
- d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.

- e. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to 10 feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams shall be clear of litter and debris.
- 10. <u>Shrub, Hedge, and Tree Care/Pruning and Trimming Operations for Both Locations:</u>

- a. Prune shrubs to encourage healthy growth habits and shape in order to retain their natural form and proportionate size as follows:
 - i. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.
 - ii. Under no circumstances shall hedge shears be used as a means of pruning.
 - iii. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.
 - iv. All limbs 12 inches or greater in diameter shall be undercut
 12 to 18 inches from the limb's point of attachment to prevent splitting.
 - v. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
 - vi. All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.
 - vii. Climbing spurs shall not be used.
 - viii. Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.

- b. Prune trees to maintain good tree health and structure, enhance the appearance, and provide the proper vertical and horizontal clearances as follows:
 - i. All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.
 - ii. Cuts shall be made according to a certified arborist and/or a certified horticulturist's standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.
 - iii. Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.
 - iv. Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).
 - v. Mature trees should be pruned only to remove dead or potentially hazardous limbs.
 - vi. Properly stake and tie trees as necessary. Tree ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
 - vii. Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.
 - viii. A certified arborist and/or a certified horticulturist shall conduct a site visit and provide a written report to the Contract Manager before and after any pruning of trees.
- c. Utilize the following pruning criteria:

- Removal of weak, diseased, insect infested, damaged limbs, dead, unsightly branches, vines, or other growth as they develop or as recommended by a certified arborist and/or a certified horticulturist.
- ii. Trim all designated formal plant materials to maintain formal hedges and topiary work.
- iii. Prune any runners that start to climb buildings or shrubs.
- iv. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.
- v. Prune all trees for vertical and horizontal clearance. Such clearances are 7 feet for pedestrian areas and walkways and 14 feet for vehicular roadways.
- vi. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- vii. Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.
- viii. Thin all trees of smaller limbs to distribute the foliage evenly.
- ix. Trim and shape all trees to provide a symmetrical appearance typical of the species.
- x. Cut all suckers and sprouts flush with the trunk or limb.
- xi. All groundcover shall be pruned to maintain a neat edge along planter box walls.
- xii. Stubs are not permitted.
- xiii. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.

11. Sweeping Operations for Both Locations:

The Contractor shall:

a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.

- b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:
 - Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
- c. Comply with local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., or later than 3:30 p.m. Any schedule of such operations may be modified by the Contract Manager in order to ensure that the public is not unreasonably subjected to noise.
- d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.
- e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.
- 12. <u>General Landscape Maintenance Site Inspection and Reporting for Both Locations:</u>

The Contractor shall:

- a. Prior to proceeding with any general landscape maintenance task, ensure the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.
- b. Immediately notify the Contract Manager if an operation cannot be thoroughly completed within the designated time frame.

I. Maintenance Function Report Both Locations:

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

J. <u>Maintenance Schedules</u>

The Contractor shall:

- 1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.
- 2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.
- 3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.
- 4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:
 - a. Fertilization
 - b. Turf renovation/reseeding
 - c. Micronutrients/soil amendments
 - d. Spraying of trees, shrubs, or turf
 - e. Aesthetic tree pruning
 - f. Other items designated by the Contract Manager or recommended by the Contractor

K. Pass-Through Costs and Additional Work/Locations

The Contract Manager may authorize the Contractor to perform additional work/locations including, but not limited to, performing repairs and replacements when the need for such work arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

- Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to written approval of the Contract Manager, the additional work/location(s) may be added to the Contract.
- 3. When a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Contract Manager for written approval.
- All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
- 5. Pass-Through Costs: County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service locations resulting from accidents, storms, neglect, or other causes that are beyond the control of the Contractor, the cost of which has not been identified elsewhere in this Contract. In order for such work and/or materials to be eligible for reimbursement as a pass-through cost, the Contractor shall present a price quotation for such work and/or materials and obtain the CM's written approval prior to the commencement of work. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices. The Contractor shall submit an invoice with attached applicable receipts for a particular job without markups. The County reserves the right to purchase parts and materials directly to be given to the Contractor to perform the installation at the applicable rates listed in the Schedule Prices.

L. <u>On-Call Tasks</u>

At the request of the Contract Manager, On-Call Tasks will be paid at the hourly rates listed in Form PW-2, Schedule of Prices, for items marked On-Call.

1. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf areas under trees, and place it in appropriate trash bin(s).

2. Groundcover Operations

- a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.
- b. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.
- c. Cultivate the open soil between plants where planting permits.

3. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

4. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section S, Use of Chemicals and preapproval from the Contract Manager.

5. Chemical Edging Detailing Operations

- a. Use of any chemicals shall be in accordance with Section S, Use of Chemicals.
- b. Employ precautionary measures when using chemicals as all areas that will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.
- Not apply water to treated areas for 48 hours after each application.
 Reapply per manufacturer's recommendation if rain occurs within 48 hours.

- d. Shield trunks, stems, or foliage not to receive chemical application to avoid damaging them.
- e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.
- f. Remove all dead weeds from the area, after control is achieved
- g. Inspect all walkways, beds, planters, landscapes, and spot treat weeds as necessary.
- h. Provide a written recommendation (site specific) from a licensed Pest Control Advisor before any pesticide application is performed.
- 6. Chemical Application Site Inspection and Reporting

The Contractor shall:

- a. Prior to proceeding with any chemical application, ensure that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site. Refer to Section S, Use of Chemicals, for further information regarding chemical usage.
- b. Immediately notify the Contract Manager if an operation cannot be thoroughly completed within the designated time frame.
- 7. Watering and Irrigation System Management
 - a. On the slope, native plant material shall not be watered.
- 8. Disease/Insect Control Operation

- Maintain all landscaped areas free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, groundcover, and turf.
- b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.
- c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control

shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

9. Plant Materials Operation

- a. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plant material larger than those specified may be supplied if complying in all other respects.
- b. Be allowed substitutions, but only with prior written approval by the Contract Manager.
- c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.
- d. Provide the following level of quality:
 - Plants shall be sound, healthy, vigorous, free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.
 - 2. All trees shall be measured 6 inches above the ground surface.
 - 3. Where caliper or other dimensions of any plant material are omitted from the list of plants provided by the Contractor, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
 - 4. Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the list of plants provided by the Contractor.
 - 5. All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

10. Fertilization – Operation

The Contractor shall:

- a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.
- b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. Apply not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.
- d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.
- e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

M. <u>Damage Caused by Contractor's Operations</u>

- All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:
 - a. Irrigation system damage shall be repaired or replaced within one watering cycle.
 - b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.
 - c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.

d. Trees

i. Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be

- inspected by a certified arborist and/or a certified horticulturist for recommendations for treatment or replacement.
- If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.
- iii. If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.

e. Shrubs

- i. Minor damage may be corrected by appropriate pruning as required in the "Shrub, Hedge, Tree Care/Pruning, and Trimming Operations" (see Exhibit A.1, Item H.10).
- ii. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" (see Exhibit A.1, Item L. 9).
- iii. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

N. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish. During normal working hours, the Contractor's

- supervisor or manager of maintenance services shall be available for notification through electronic communications.
- 2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.
- 3. Abate all complaints to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract Manager shall be notified immediately of the reason for not abating the complaint followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from Public Works.

O. Safety Requirements

- The Contractor shall perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, materials, or other hazards consequential or related to the work; and shall additionally comply with all applicable local, County, State, and other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 2. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- 3. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon. The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall engage emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises,

including a complete written report to the Contract Manager within five days following the occurrence.

4. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular service.

Contractor shall do the following for safety issues:

- a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's Contract Manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
- b. Emergency Response: When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor. If practical, direct emergency services to the injured person and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to the Contract Manager (CM) within two business day or first day of the next business week. CM will provide the report form.
- d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.
- e. Contractor shall provide traffic control that conforms to the most recent version of the California Department of Transportation Manual of Traffic controls for Maintenance Work Zones wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
- f. All herbicide applications shall be administered under the direct supervision of a Commercial Applicator certified by the State of California.

P. Contractor's Staff

The Contractor shall:

- 1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one jobsite(s)/facility(ies) or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
- 2. Establish an identification system for personnel assigned to each jobsite(s)/facility(ies). The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.
- 3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes, and other gear required by State safety regulations and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
- 4. Maintain a certified arborist and/or a certified horticulturist on staff at all times.

Q. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

R. Utilities

Public Works will pay for all utilities with the exception of the telephone. No electrical connections will be provided. However, water usage shall not exceed the amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Storage Facilities

The County will not provide storage facilities for the Contractor.

R. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

S. Use of Chemicals

- All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a State of California Qualified Applicator license. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Qualified Applicator license and Pest Control Business license or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.
- 2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. The Contractor shall consult and receive written permission from the Contract Manager prior to performing any chemical application. Any Glyphosate-based chemical application is not permitted.
- 3. Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 4. Safety Data Sheets (SDS) and product use labels for all chemicals shall be kept on-site.
- 5. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of 3 years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 6. Contractor shall annually submit a valid and active Restricted Materials Permit obtained from the Agricultural Commissioner's Office prior to using any California Restricted Materials.

- 7. All regulations and safety precautions listed in the Pesticide Safety Information Series (PSIS) N Series created by the California Department of Pesticide Regulations shall be adhered to by the Contractor.
- 8. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
- 9. Contractor must register annually with each County Agricultural Commissioner in those areas they plan to do work.
- 10. Contractor must provide annual pesticide handler training to each of their employees using pesticides.
- 11. Contractor must store all pesticides brought to the job-site in a safe and secure manner.
- 12. Contractor will not be applying any chemical application unless otherwise approved in writing by the Contract Manager. The use of any products containing glyphosate is banned for use by Los Angeles County.

T. Specific Requirements

- 1. Locks and Keys
 - a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.
 - b. Contractor may provide chain and lock system, at Contractor's expense.
 - c. The Contractor shall:
 - Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.
 - ii. Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.

- iii. Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost as determined by the Contract Manager of rekeying the location or duplicating additional keys.
- iv. Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.
- v. Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a \$500 fine or both.

U. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all Contractors handling landscape materials for Public Works shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

V. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the

performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the PWR. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. Integrated Pest Management Program Compliance

Contractor shall certify that it has reviewed, understands, and will adhere to the County's Integrated Pest Management Program (the Program) requirements set forth at: www.lacountyipm.org. As further explained in the website, a requirement of the Program is to reduce the unnecessary use and impact of pesticides and fertilizers to stormwater (surface water).

Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- 1. The potential for pesticide-related surface water toxicity
- 2. Proper use, handling, and disposal of pesticides
- 3. Least toxic methods of pest prevention and control, including Integrated Pest Management.
- 4. Reduction of pesticide use

All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures. In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the Agricultural Commissioner/ Weights and Measures an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 31). For each pesticide, the summary shall include all of the following:

- 1. Product trade name
- 2. Active ingredient(s)

- 3. EPA Registration Number
- 4. Total amount used

Units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

X. <u>National Pollutant Discharge Elimination System</u>

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

Y. Responsibilities of the Contractor

- 1. Contractor shall account for all work required in this Exhibit A.1, Scope of Work, whether or not it is specified in Form PW-2, Schedule of Prices.
- 2. The Contractor shall not allow its employees to use private property for any purpose including, but not limited to, eating or coffee breaks. If, for any reason, the Contractor elects to access private property, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager.
- 3. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed days and hours of service.
- 4. Contractor must have a minimum of three years of experience providing landscape maintenance services.
- 5. The Contractor's on-site supervising employee must have a minimum of three years of experience supervising landscape maintenance services.
- 6. Contractor must maintain a valid and active State Contractor's Class C-27 license (Landscaping Contractor).
- 7. Contractor and/or Subcontractor(s) must maintain a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
- 8. Contractor shall maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration, pursuant to Labor Code 1725.5
- 9. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Qualified Applicator license.

10. Prior to performing any tree work, the Contractor and/or Subcontractor(s) shall provide a staff with a valid and active certified arborist and/or a certified horticulturist.

Z. Responsibilities of Public Works

The County may perform periodic inspections of the work location(s) as determined necessary or requested by the Contract Manager. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

AA. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

BB. Gratuities

Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

- A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 2. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

3. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3, Termination/Suspensions of Exhibit B.

CC. <u>Performance Requirements and Liquidated Damages</u>

- Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
- 2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
- 3. Failure to perform Contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
- 4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.
- 5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
- 6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - a. All the time limits and acts required to be done by both parties are of the essence of this Contract.
 - b. The parties are both experienced in performance of this Contract work.

- c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price.
- d. The parties are not under any compulsion to Contract.
- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract.
- f. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Form PW-2, Schedule of Prices, for work not performed in accordance with the Contract's specifications.
- 8. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary to evaluate Contractor's performance and assess liquidated damages identified therein.
- 9. Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F.1), the higher service level in the judgment of Public Works shall prevail.

EXHIBIT A.2 - Schedule of Prices

Successful Bidder's Form PW 2.1-2.6 will be incorporated herein as Exhibit A.2 - Schedule of Prices

EXHIBIT A.3 - Staffing Plan and Cost Methodology

Successful Bidder's Form LW 8.1-8.5 will be incorporated herein as Exhibit A.3 – Staffing Plan and Cost Methodology

EXHIBITS B-E

Exhibit B: Service Contract General Requirements

Exhibit C: Internal Revenue Service Notice 1015

Exhibit D: Safely Surrendered Baby Law Posters

Exhibit E: Defaulted Property Tax Reduction Program

See RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001) and Addenda 1-3 for the above exhibits that are incorporated here by reference.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. CONTRACT COMPLIANCE				
Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	□Yes □No □N/A	
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted	□Yes □No □N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted	□Yes □No □N/A	
C. EMPLOYEES				
Minimum number of crews and landscaping workers, including the working foreman, while performing tasks at each location	Provided the minimum number of crews and landscaping workers, including the working foreman, met at each location.	\$150 per employee under the minimum number required, per day	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
Contractor's Employee Criminal Background Investigation	Prior to the start of the Contract and continuation of the Contract, the Contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review as required by the Contract. Employees who do not pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	□Yes □No □N/A	
Employees Well Oriented to Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation	□Yes □No □N/A	
4. Staffing	Staffing levels are equal or exceed Contract requirements.	\$50 per occurrence	□Yes □No □N/A	
5. Name Badges	Name badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	□Yes □No □N/A	
6. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

	Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
7.	Training Program	Document training of each employee.	\$150 per untrained employee	□Yes □No □N/A	
8.	Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence	□Yes □No □N/A	
D. St	JPERVISOR/MANAGERS				
1.	Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence	□Yes □No □N/A	
2.	Respond to Complaints, Requests, and Discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	□Yes □No □N/A	
3.	Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence	□Yes □No □N/A	
4.	Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$100 per occurrence	□Yes □No □N/A	
5.	Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence plus suspension	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

	Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6.	Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence	□Yes □No □N/A	
7.	Provide an individual who can speak, read, write, and understand English	Provide an individual who can communicate in English with County Contract Manager.	\$100 per day for use of non-English-speaking individual plus suspension	□Yes □No □N/A	
E. CO	ONTRACT ADMINISTRATION				
1.	Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$200 per day; work/contract suspension; possible termination for default of contract	□Yes □No □N/A	
2.	Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in Contract.	\$200 per occurrence	□Yes □No □N/A	
3.	Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of Contract.	□Yes □No □N/A	
4.	License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of Contract	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

	Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5.	Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; suspension; possible termination for default of contract	□Yes □No □N/A	
6.	, ,	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; suspension; possible termination for default of contract	□Yes □No □N/A	
F. S	COPE OF WORK				
1.	All Site Inspection and Reporting Per Requirements	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
2.	All Management and Supervision	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
3.	Mowing	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
4.	Mechanical Edging				
	a. Turf Areas	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
b. Groundcover	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
5. Weed Removal				
a. Walks, Beds, Planters, and Groundcover Hardscape	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
b. Bare Areas	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
c. Undeveloped Areas	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
6. Litter Control	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
7. Raking		•		
a. Turf Under Trees/Vines/Ivy/Hedges	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
b. Planter Beds and Planters	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
Shrub/Hedge/Tree Pruning and Trimming				
a. Tree/vines safety clearance, tree/vines pruning, sucker growth	As required in the Scope of Work.	\$200 per tree per occurrence	□Yes □No □N/A	
b. Shrub/ivy safety clearance and/or shrub pruning	As required in the Scope of Work.	\$200 per plant per occurrence	□Yes □No □N/A	
c. Hedge shaping/trimming	As required in the Scope of Work.	\$150 per plant per occurrence	□Yes □No □N/A	
9. Groundcover Maintenance	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
10. Dethatching	As required in the Scope of Work.	\$100 per occurrence	□Yes □No □N/A	
11. Aeration	As required in the Scope of Work.	\$100 per occurrence	□Yes □No □N/A	
12. Turf Reseeding/Restoration of Bare Area	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
13. Turf and Plant Fertilization	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	□Yes □No □N/A	
14. Sweeping	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
15. Disease/Insect/Rodent Control	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	□Yes □No □N/A	
16. Chemical Application				
a. Turf-detailing general turf areas with systematic herbicides	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
b. Beds and planters, walkways, hard surfaces, undeveloped areas, drainage areas, curb and gutter expansion joints, roadways, stream beds with systematic herbicides	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
17. Watering/Irrigation				
a. Inspect, operate, control, and make adjustments to watering/irrigation system, more often if necessary	As required in the Scope of Work.	\$200 per occurrence	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Red	quired Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
b.	Reset rain sensor on controller	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
C.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	□Yes □No □N/A	
e.	Valve Box Integrity: replace covers, check for safety and security, more often if necessary	As required in the Scope of Work.	\$200 per occurrence	□Yes □No □N/A	
f.	Manual watering of shrubs and turf, more often if necessary	As required in the Scope of Work.	\$150 per occurrence	□Yes □No □N/A	
g.	Inspect salt buildup and inject solution for cleaning	As required in the Scope of Work.	\$200 per occurrence	□Yes □No □N/A	
h.	Flush and inspect Y-filter at each RCV	As required in the Scope of Work.	\$200 per occurrence	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
i. Flush and inspect Y-filter at each backflow	As required in the Scope of Work.	\$200 per occurrence	□Yes □No □N/A	
 j. Flush each irrigations system (every time any work is done on the irrigation system) 	As required in the Scope of Work.	\$200 per occurrence	□Yes □No □N/A	
k. Ensure that all personnel working on the irrigation systems are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.	As required in the Scope of Work	\$200 per occurrence	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
18. Planting Operations	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

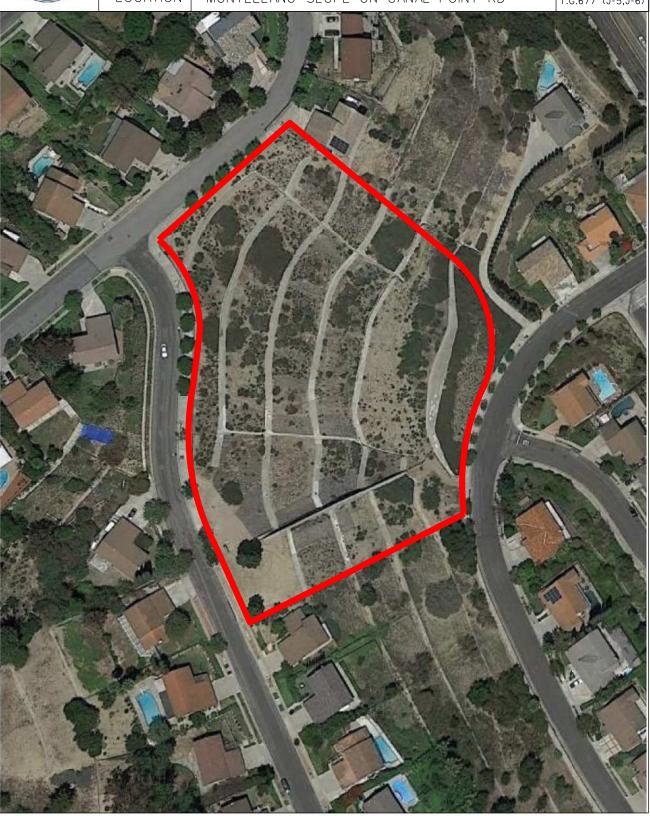
EXHIBIT G.1 (SUPPLEMENTAL)

Exhibit G.1 (SUPPLEMENTAL): Bid Submission Instructions

See RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001) and Addenda 1-3 for the above Exhibit that is incorporated here by reference.



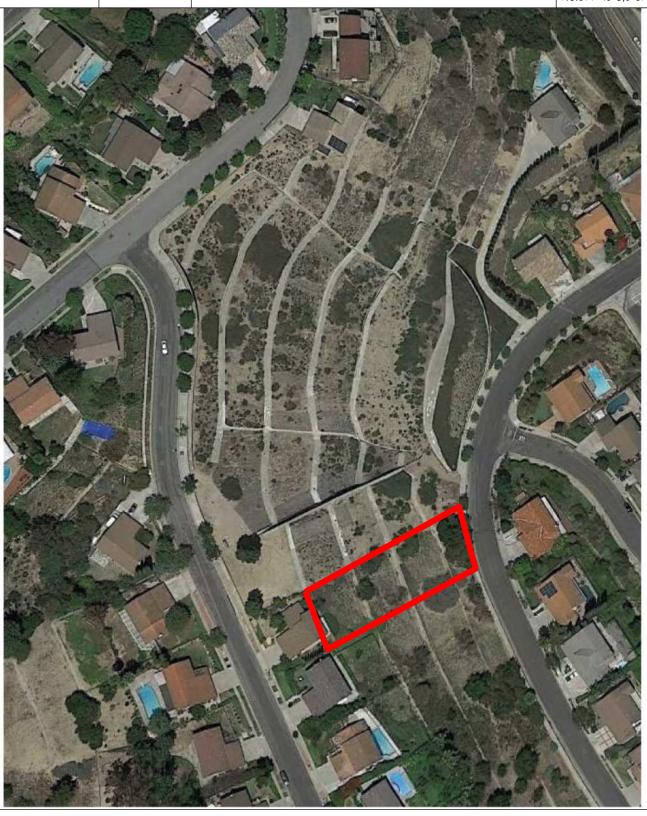
LOCATION MONTELLANO SLOPE ON CANAL POINT RD T.G.677 (J-5,J-6)





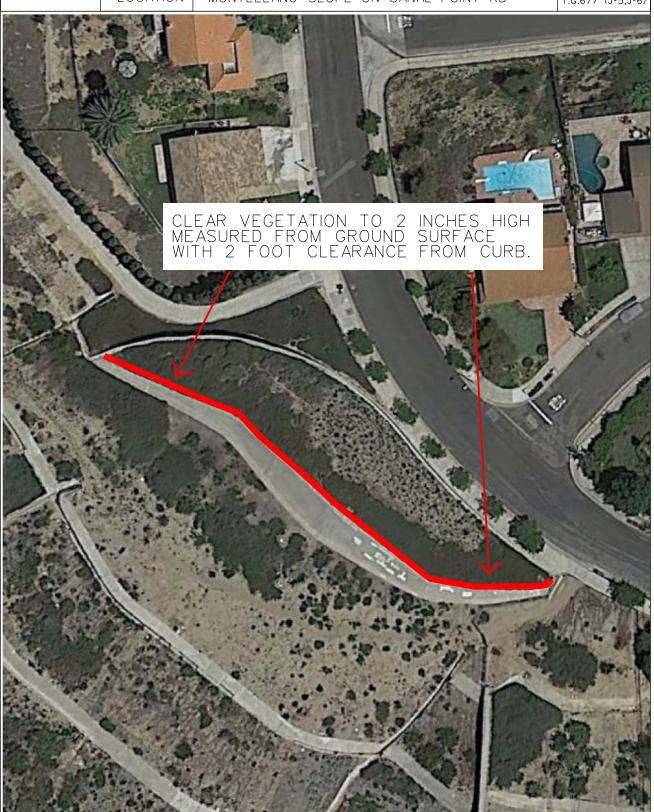
LOCATION | MONTELLANO SLOPE ON CANAL POINT RD

T.G.677 (J-5,J-6)





LOCATION MONTELLANO SLOPE ON CANAL POINT RD T.G.677 (J-5,J-6)





LOCATION MONTELLANO SLOPE ON CANAL POINT RD T.G.677 (J-5,J-6)

