



MARK PESTRELLA, Director

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

November 5, 2020

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

NOTICE OF INVITATION FOR BIDS FOR LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

PLEASE TAKE NOTICE that Public Works requests bid submissions for the Landscape Maintenance Services - South Area (BRC0000204) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of these services is estimated to be \$825,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Ani Karapetyan at (626) 458-4050 or akarapetyan@pw.lacounty.gov or Ms. Anna Leung at (626) 458-4072 or aleung@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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.**

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

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 County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Community Business Enterprise Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All bidders shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the bidder's good faith efforts to meet the CBE participation goal by reviewing the bidder's documentation. Suggested criteria include, but are not limited to, the following:

1. Bidder attended any preproposal meetings scheduled by the County to inform all bidders of the CBE program requirements for the project.
2. Bidder identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
3. Bidder advertised, not less than ten calendar days before the date the bids are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the bids are due.
4. Bidder provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of bids.
5. Bidder followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
6. Bidder provided interested CBEs with information about the project and requirements for selected subconsultants.

7. Bidder requested assistance from minority and women community organizations; minority and women contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Bidder used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and Business Affairs (<http://dcba.lacounty.gov> or [323] 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: CBESBE@dcba.lacounty.gov. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov.

8. Bidder negotiated in good faith with the CBEs and did not unjustifiably reject as unsatisfactory bids prepared by any CBE.
9. Where applicable, the bidder advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
10. Bidder's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
11. Bidder commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. The County shall be notified of any future additions in CBE participation.
12. Bidder is a certified CBE.
13. The Bidder's CBE participation shall be reflected in the CBE Form.
14. Public Works will answer questions from bidders regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the bidder's ability to provide the best service and value to the County.

All interested firms that are included in the Qualified Contractor List resulting from Request for Statement of Qualifications (RFSQ) for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039) are invited to submit a bid provided that they meet the minimum requirements identified in this IFB.

IMPORTANT: The 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 permanently banned for use by Los Angeles County.

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

1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039).
2. Bidder must have a minimum of 3 years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**
3. Bidder must submit a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. **Subcontracting is not allowed to meet this requirement.**
4. Bidder and/or its subcontractor(s), if any, must submit a copy of a valid and active arborist and/or horticulturist certification.
5. Bidder and/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.
6. Bidder and/or its subcontractor(s), if any, must submit a copy of a valid and active State of California Qualified Applicator license.
7. Bidder and/or subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Bidders and/or subcontractor(s) who do not possess the permits at the bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to bidder and/or subcontractor(s)

for permit fees along with a copy of proof of payment, such as, a cashier check, money order, or cancelled check (transpired beyond 5 days).

8. Bidder's proposed annual amount for the contract's initial term and three potential renewal options must not exceed \$900,000.
9. 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. Bidders are required to pay prevailing wages as applicable to the contract work. Bidder and 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.

IMPORTANT NOTICE

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

A. Bid Submission Requirements:

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

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

1. Bidder has completed and signed all appropriate forms listed in this IFB, Part I, Forms.
2. Bidder and/or subcontractor(s), if any, have submitted copies of the licenses, certifications, permits, and registrations required to perform the work.
3. Bidder and subcontractor(s), if any, have demonstrated that it complies with all minimum requirements as outlined in the minimum mandatory requirements set forth in the RFSQ and IFB.

(Use Form PW-19.1, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB.)

4. Bidder's submitted Form LW-8, bidder's Staffing Plan and Cost Methodology, assigns a minimum of six fulltime equivalent crew members to this contract, not including supervisors.
5. Bids shall be submitted electronically using the following method:
 - Bids must be submitted electronically on www.bidexpress.com, a secure online bidding service website.
 - To submit your bids electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service 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.
 - Bids received after the closing date and time specified in this Notice of Invitation for Bids will be rejected by Public Works as nonresponsive.
6. 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.

There will be no bidders' conference or walk-through site visits for this solicitation; however, it is the bidders' sole responsibility to do their due diligence and to contact the South Maintenance Area representative, Mr. Robert Gresham of Stormwater Maintenance Division who may be contacted at (562) 861-0316 or rgresham@pw.lacounty.gov, to arrange a site visit and familiarize themselves with each site location and its requirements before submitting their bid. Bidders must coordinate with Area representative prior to visiting the site. Please contact Mr. Gresham to arrange the date and time of the site visits of any of the work locations before **Thursday, November 12, 2020**. All site visits should be carried out prior to the established bid submission deadline. The bid submission due date will not be extended to allow extra time to conduct the site visits.

The deadline to submit written questions for a response is **Monday, November 16, 2020, at 5:30 p.m.** All bidders on the Qualified Contractors List will be given a copy of all questions and answers for their information via e-mail only.

The deadline to submit bids via BidExpress is Monday, November 30, 2020, at 5:30 p.m. Please direct your questions to Ms. Karapetyan or Ms. Leung.

Bidders are instructed not to contact any County personnel other than the contract analysts listed below regarding this solicitation. All contacts regarding this IFB or any matter relating thereto must be in writing and may be mailed or e-mailed to:

Los Angeles County Public Works
Business Relations and Contracts Division - 8th Floor
Attention Ms. Ani Karapetyan
P.O. Box 1460
Alhambra, CA 91802-1460

E-mail: akarapetyan@pw.lacounty.gov
Telephone: (626) 458-4050

or

Attention Ms. Anna Leung
E-mail: aleung@pw.lacounty.gov
Telephone: (626) 458-4072

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

B. 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 Community Business Enterprise 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 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 bidders proposed price.

Subject to such adjustment(s), the lowest average Total Adjusted Proposed Annual Price for years 1 through 4, quoted in the Summary Sheet for Schedule of Prices, Form PW-2.5, will receive the full weight of this evaluated item. Other bids will receive a prorated score calculated as follows: divide the lowest average Total Adjusted Proposed Annual Price for years 1 through 4 by each other bidder's average Total Adjusted Proposed Annual Price for years 1 through 4 and multiply the result by the maximum possible points for this evaluation criterion.

C. Invitation for Bids

1. All definitions, provisions, requirements, and rules of interpretation set forth in the RFSQ including the Addenda to the RFSQ, for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039), 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 IFB 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 @[LACoPublicWorks](https://twitter.com/LACoPublicWorks) for 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

A handwritten signature in brown ink, appearing to read "Daniel J. Lafferty".

DANIEL J. LAFFERTY
Deputy Director

AK

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Enc.

LOS ANGELES COUNTY

PUBLIC WORKS


INVITATION FOR BIDS

FOR

LANDSCAPE MAINTENANCE SERVICES -
SOUTH AREA (BRC0000204)



Approved October 28, 2020
MARK PESTRELLA
Director of Public Works

By: 
Deputy Director

INVITATION FOR BIDS
FOR
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)
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- LW-7.1 (Supplemental) Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology
- LW-8.1-8.4 (Supplemental) Bidder's Staffing Plan and Cost Methodology

SUBCONTRACTORS FORMS

NOTE: If subcontractors are to be used, the following forms must be completed and submitted for each subcontractor. The forms below may be accessed through <http://pw.lacounty.gov/brcd/servicecontracts> for the Request for Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039)

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-9 Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
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- LW-9 Wage and Hour Record Keeping for Living Wage Contracts

PART II

SAMPLE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

EXHIBITS

- A.1 (Supplemental) Scope of Work
- A.2 Schedule of Prices
[Successful Bidder's Forms PW-2.1 – 2.5, will be incorporated here]
- A.3 Staffing Plan and Cost Methodology
[Successful Bidder's Forms LW-8.1 – 8.4, will be incorporated here]
- B-E Intentionally Omitted (Please refer to Request for Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039))
- F.1 (Supplemental) Performance Requirements Summary
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PW-9.1	(Supplemental) Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10.1	(Supplemental) GAIN and GROW Employment Commitment
PW-17.1	Zero Tolerance Human Trafficking Policy Certification
PW-18.1	(Supplemental) Statement of Equipment Form
PW-19.1	(Supplemental) Bidder's Compliance with the Minimum Mandatory Requirements of the IFB
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PW-21	(Supplemental) Integrated Pest Management Program Compliance Certification

LIVING WAGE PROGRAM

LW-2.1	(Supplemental) Living Wage Program - Application for Exemption (If Requesting Exemption, Submit at Least Seven Days Before Due Date for Proposals.)
LW-3.1	(Supplemental) Living Wage Rate Annual Adjustments
LW-4.1	(Supplemental) Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
LW-5.1	(Supplemental) Labor/Payroll/Debarment History (Disclose Full Details of Any Such Determinations, Claims, and/or Debarments.)
LW-7.1	(Supplemental) Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology
LW-8.1-8.4	(Supplemental) Staffing Plan and Cost Methodology

SUBCONTRACTORS FORMS

NOTE: If subcontractors are to be used, the following forms must be completed and submitted for each subcontractor. The forms below may be accessed through <http://pw.lacounty.gov/brcd/servicecontracts> for the Request for Statement of Qualifications for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039).

PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
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PW-12	Charitable Contributions Certification
PW-20	Compliance with Fair Chance Employment Hiring Practices Certification
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LW-4	Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
LW-5	Living Wage Program Labor/Payroll/Debarment History (Disclose Full Details of Any Such Determinations, Claims, and/or Debarments.)
LW-9	Wage and Hour Record Keeping for Living Wage Contracts

**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, 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.

NOTES:

Price for Item 1 shall include all work as described in Exhibit A.1, Section E, Subsections 1 through 10.

Dump Fees:

Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch:

If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control:

The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

Replacement Parts:

Public Works will reimburse for replacement parts for the irrigation system for Item 3.b.

On-Call Service Items: Price per Unit for Items 3.a - 3.i shall be for a per person rate.

One-Time Installation: Price for Items 4 and 5 shall be for the one-time installation landscaping and other appurtenant items associated with landscaping project location. Price shall include all work, labor, materials, and equipment, to fully install landscaping and irrigation system complete in place.

Bidder's proposed annual amount for the contract's initial term and three potential renewal options must not exceed \$900,000.

ITEM	TASK	Total Acres	Units	Monthly Price	No. of Months	Annual Proposed Price (Monthly Price x 12)
1	Vegetation Trimming, Care, and Control; Litter Control; Rodent and Pest Control; Irrigation Management, Etc. (Items include all work described in Sections E.1 - E.10 in Scope of Work, Exhibit A.1)					
	Los Angeles River	89		\$	12	\$
	Compton Creek	8.5		\$	12	\$
	Rio Hondo Channel	48		\$	12	\$
	Dominguez Channel Green Way Project	2.69		\$	12	\$
	Coyote Creek - Lilly Park	0.1		\$	12	\$
	Coyote Creek - Claretta Pump Station	0.9		\$	12	\$
	Total for Item 1					\$
		Total Units		Monthly Price	No. of Months	Annual Proposed Price (Monthly Price x 12)
2	Filterra Units	5		\$	12	\$
Annual Proposed Price for Items 1 to 2						\$

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	Price Per Person Per Unit	Estimated No. of Units	Annual Proposed Price (Price Per Unit x Estimated Hours)
3.a	Manual operation of irrigation system	Hourly	\$	120	\$
3.b	Irrigation system repairs and replacement	Hourly	\$	500	\$
3.c	After-hour emergency water shut-off	Each	\$	10	\$
3.d	Hydroseeding of grass and wildflower slopes (using seed mix per original landscaping plans) (4 hour minimum per callout)	Hourly	\$	120	\$
3.e	4,000 Gallon Water Truck with Operator	Hourly	\$	120	\$
3.f	Major tree-trimming; tree, stump and root removal	Hourly	\$	120	\$
3.g	Vegetation, trash, debris, brush, and minor tree trimming/removal	Hourly	\$	120	\$
3.h	Replant trees, shrubs, ground cover, plants, etc.	Hourly	\$	120	\$
3.i	Additional irrigation system inspection	Hourly	\$	40	\$
Annual Proposed Price for Items 3.a to 3.i					\$
One-Time Landscape Installation (Price shall include all work, labor, materials, and equipment, to fully install landscaping and irrigation system complete in place)					
ITEM	Task	Item Description	Unit	Total	
4	Coyote Creek - Lilly Park Landscape (Cost shall be based on provided plans and field review)	The proposed project includes but not limited to: Clearing and Grubbing; stump removal 6"-12" diameter); stump removal (25" diameter or larger); utility potholes; landscaping; irrigation system installation; 90 day landscape plant establishment; landscape grading; agronomic soil report; tree trimming - 25" inch diameter or larger).	Lump Sum		
5	Coyote Creek - Claretta Pump Station Landscape (Cost shall be based on provided plans and field review)	This proposed project includes but not limited to: Landscaping; irrigation system installation; 90 day landscape plant establishment; agronomic soil report; 6" x 8" concrete header; irrigation repair work allowance.	Lump Sum		
Proposed Price for Items 4 to 5					\$
Total Proposed Price for Items 1 to 5					\$

LEGAL NAME OF BIDDER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		
DATE	CONTRACTOR'S STATE LICENSE NMBER	LICENSE TYPE
BIDDER'S ADDRESS:		
Phone	Mobile	E-MAIL

**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, 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.

NOTES:

Price for Item 1 shall include all work as described in Exhibit A.1, Section E, Subsections 1 through 10.

Dump Fees:

Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch:

If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control:

The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

Replacement Parts:

Public Works will reimburse for replacement parts for the irrigation system for Item 3.b.

On-Call Service Items: Price per Unit for Items 3.a - 3.i shall be for a per person rate.

Bidder's proposed annual amount for the contract's initial term and three potential renewal options must not exceed \$900,000.

ITEM	TASK	Total Acres	Units	Monthly Price	No. of Months	Annual Proposed Price (Monthly Price x 12)
1	Vegetation Trimming, Care, and Control; Litter Control; Rodent and Pest Control; Irrigation Management, Etc. (Items include all work described in Sections E.1 - E.10 in Scope of Work, Exhibit A.1)					
	Los Angeles River	89		\$	12	\$
	Compton Creek	8.5		\$	12	\$
	Rio Hondo Channel	48		\$	12	\$
	Dominguez Channel Green Way Project	2.69		\$	12	\$
	Coyote Creek - Lilly Park	0.1		\$	12	\$
	Coyote Creek - Claretta Pump Station	0.9		\$	12	\$
	Total for Item 1					\$
		Total Units		Monthly Price	No. of Months	Annual Proposed Price (Monthly Price x 12)
2	Filterra Units	5		\$	12	\$
Annual Proposed Price for Items 1 to 2						\$

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	Price Per Person Per Unit	Estimated No. of Units	Annual Proposed Price (Price Per Unit x Estimated Hours)
3.a	Manual operation of irrigation system	Hourly	\$	150	\$
3.b	Irrigation system repairs and replacement	Hourly	\$	500	\$
3.c	After-hour emergency water shut-off	Each	\$	10	\$
3.d	Hydroseeding of grass and wildflower slopes (using seed mix per original landscaping plans) (4 hour minimum per callout)	Hourly	\$	500	\$
3.e	4,000 Gallon Water Truck with Operator	Hourly	\$	500	\$
3.f	Major tree-trimming; tree, stump and root removal	Hourly	\$	750	\$
3.g	Vegetation, trash, debris, brush, and minor tree trimming/removal	Hourly	\$	750	\$
3.h	Replant trees, shrubs, ground cover, plants, etc.	Hourly	\$	750	\$
3.i	Additional irrigation system inspection	Hourly	\$	100	\$
Annual Proposed Price for Items 3.a to 3.i					\$

Total Proposed Price for Items 1 to 3.i	\$
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LEGAL NAME OF BIDDER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		
DATE	CONTRACTOR'S STATE LICENSE NUMBER	LICENSE TYPE
BIDDER'S ADDRESS:		
Phone	Mobile	E-MAIL

**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, 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.

NOTES:

Price for Item 1 shall include all work as described in Exhibit A.1, Section E, Subsections 1 through 10.

Dump Fees:

Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch:

If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control:

The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

Replacement Parts:

Public Works will reimburse for replacement parts for the irrigation system for Item 3.b.

On-Call Service Items: Price per Unit for Items 3.a - 3.i shall be for a per person rate.

Bidder's proposed annual amount for the contract's initial term and three potential renewal options must not exceed \$900,000.

ITEM	TASK	Total Acres	Units	Monthly Price	No. of Months	Annual Proposed Price (Monthly Price x 12)
1	Vegetation Trimming, Care, and Control; Litter Control; Rodent and Pest Control; Irrigation Management, Etc. (Items include all work described in Sections E.1 - E.10 in Scope of Work, Exhibit A.1)					
	Los Angeles River	89		\$	12	\$
	Compton Creek	8.5		\$	12	\$
	Rio Hondo Channel	48		\$	12	\$
	Dominguez Channel Green Way Project	2.69		\$	12	\$
	Coyote Creek - Lilly Park	0.1		\$	12	\$
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3.e	4,000 Gallon Water Truck with Operator	Hourly	\$	500	\$
3.f	Major tree-trimming; tree, stump and root removal	Hourly	\$	750	\$
3.g	Vegetation, trash, debris, brush, and minor tree trimming/removal	Hourly	\$	750	\$
3.h	Replant trees, shrubs, ground cover, plants, etc.	Hourly	\$	750	\$
3.i	Additional irrigation system inspection	Hourly	\$	100	\$
Annual Proposed Price for Items 3.a to 3.i					\$

Total Proposed Price for Items 1 to 3.i	\$
---	----

LEGAL NAME OF BIDDER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		
DATE	CONTRACTOR'S STATE LICENSE NUMBER	LICENSE TYPE
BIDDER'S ADDRESS:		
Phone	Mobile	E-MAIL

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FOR
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)**

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3.h	Replant trees, shrubs, ground cover, plants, etc.	Hourly	\$	750	\$
3.i	Additional irrigation system inspection	Hourly	\$	100	\$
Annual Proposed Price for Items 3.a to 3.i					\$

Total Proposed Price for Items 1 to 3.i	\$
---	----

LEGAL NAME OF BIDDER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		
DATE	CONTRACTOR'S STATE LICENSE NUMBER	LICENSE TYPE
BIDDER'S ADDRESS:		
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**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)**

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PLEASE NOTE: BIDDER'S PROPOSED ANNUAL AMOUNT FOR THE CONTRACT'S INITIAL TERM AND THREE POTENTIAL RENEWAL OPTIONS MUST NOT EXCEED \$900,000.

	TERMS	ANNUAL PRICE FOR EACH TERM
1	LANDSCAPE MAINTENANCE SERVICES – SOUTH AREA – INITIAL TERM	
2	LANDSCAPE MAINTENANCE SERVICES – SOUTH AREA – OPTION YEAR 1	
3	LANDSCAPE MAINTENANCE SERVICES – SOUTH AREA – OPTION YEAR 2	
4	LANDSCAPE MAINTENANCE SERVICES – SOUTH AREA – OPTION YEAR 3	
TOTAL PRICE FOR YEARS 1 THROUGH 4		
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)		

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:		
E-MAIL		
PHONE	MOBILE	FACSIMILE

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LIST OF SUBCONTRACTORS

Proposer 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 NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☐

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**FORM PW-8.1
(SUPPLEMENTAL)**

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your Subcontractors are 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

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work, and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**County of Los Angeles
Request for County's Preference Program Consideration and
Community Business Enterprises Firm/Organization Information Form**

I. INSTRUCTIONS: 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.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ 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 by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***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.**

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 of Firm:		County WebVen No.:	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

**FORM PW-9.1
(SUPPLEMENTAL)**

All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.

Firm Name:
My County (WebVen) Vendor Number:

- II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged, or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
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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 e-mail: 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 of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ 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:	E-Mail Address:	
Solicitation/Contract for _____ Services		

PROPOSER 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.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer 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:

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)**

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.

At the time of Bid submission, Bidder must meet the following minimum requirements:

- Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039).
☐ Yes. Bidder **does** meet the minimum mandatory requirement stated above.
☐ No. Bidder **does not** meet the minimum mandatory requirement stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**
- Bidder must have a minimum of 3 years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**

Bidder's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experience Please provide a detailed narrative of Bidder's experience in your Invitation for Bids to validate this minimum mandatory requirement. <u>The Bid may be disqualified, if incomplete or unresponsive statements are made.</u>	Page No.*
	/		
	/		

*List the page number in the Bid containing the Bidder's experience providing landscape maintenance services. (Please attach additional pages, if needed.)

- ☐ Yes. Bidder does meet the experience requirement stated above.
- ☐ No. Bidder does not meet the experience requirement stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)**

3. Bidder must submit a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. **Subcontracting is not allowed to meet this requirement.**

☐ Yes. Bidder has submitted a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Page No.*

*List the page number in the Bid containing the copy of Bidder's valid and active State Contractor's Class C-27, Landscaping Contractor License. (Please attach additional pages, if needed.)

☐ No. Bidder **does not** have the license as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

4. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active arborist and/or horticulturist certification.

☐ Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active arborist and/or horticulturist certification. Please complete the chart below.

Type of Certification	Certification No.	Name of Certification Holder	Valid/Active Dates	Subcontractor	Page No.*
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any valid and active arborist and/or horticulturist certification. (Please attach additional pages, if needed.)

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)**

☐ No. Bidder and/or Subcontractor(s), if any, do not have the certification as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

5. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active State of California Department of Pesticide Regulation Pest Control Business license.

☐ Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active State of California Department of Pesticide Regulation Pest Control Business license. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor	Page No.*
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active State of California Department of Pesticide Regulation Pest Control Business license. (Please attach additional pages, if needed.)

☐ No. Bidder and/or Subcontractor(s), if any, do not have the license as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

THIS SECTION IS INTENTIONALLY LEFT BLANK

BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB

LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

6. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active State of California Qualified Applicator license.

- ☐ Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active State of California Qualified Applicator license. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor	Page No.*
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active State of California Qualified Applicator license. (Please attach additional pages, if needed.)

- ☐ No. Bidder and/or Subcontractor(s), if any, do not have the license as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

7. Bidder and/or Subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH). Bidders and/or Subcontractor(s) who do not possess the permits at the Bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to Bidder and/or Subcontractor(s) for permit fees along with a copy of proof of payment such as a cashier check, money order, or cancelled check (transpired beyond 5 days).

- ☐ Yes. Bidder and/or Subcontractor(s), if any, have submitted a copy of a valid and active Waste Collector Permit issued by the County (DPH). Please complete the chart below.

Permit No.	Name of the Permit Holder	Valid/Active Dates	Subcontractor	Page No.*
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active Waste Collector Permit issued by DPH. (Please attach additional pages, if needed.)

BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB

LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

- ☐ Bidder and/or Subcontractor(s), if any, do not currently have valid and active Waste Collector Permit; however, Bidder and/or Subcontractor(s) have submitted a copy of the DPH's receipt and invoice to Bidder and/or Subcontractor, if any, for permit fees.

DPH Invoice No.:_____ Invoice Date:_____

DPH Invoice No.:_____ Invoice Date:_____

- ☐ No. Bidder and/or Subcontractor(s), if any, do not have the permit as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

8. Bidder's proposed annual amount for the contract's initial term and three potential renewal options must not exceed \$900,000.

- ☐ Yes. Bidder's proposed annual amount for the contract's initial term and three potential renewal options does not exceed \$900,000.

- ☐ No. Bidder's proposed annual amount for the contract's initial term and three potential renewal options exceeds \$900,000. **By checking this box, your Bid Submission may be immediately disqualified as nonresponsive.**

9. Bidder and 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.**

- ☐ Yes. Bidder and its Subcontractor(s), if any, have submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Please complete the chart below.

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates	Subcontractor	Page No.*
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and Subcontractor(s), if any, State of California Department of Industrial Relations Public Works Contractor Registration. (Please attach additional pages, if needed.)

BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB

LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

- ☐ No. Bidder and its Subcontractor(s), if any, have **NOT** submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration.

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature	Title
Firm Name	Date

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

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.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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:

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for		

PROPOSER CERTIFICATION

Los Angeles County 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/Bid, 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:

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The Contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	E-Mail Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.		<input type="checkbox"/> Yes <input type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

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	\$16.62
January 1, 2022	CPI

Effective January 1, 2020, 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 1 of each year.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

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 Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Sections 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Sections 2.202.010 through 2.202.060) and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation, which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete, and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

Instructions for 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 from October 1, 2020, and will end September 30, 2021, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

Important: CONTRACTOR IS RESPONSIBLE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	16.62 + CPI
January 1, 2023	Previous Year + CPI
January 1, 2024	Previous Year + CPI

For example, contractor's term cover from October 1, 2021, to December 31, 2021, the Living Wage rate is \$16.62 and from January 1, 2022, to August 31, 2022, the Living Wage rate is \$16.62+CPI; therefore, the Contractor's LW-8 for this period must be \$16.62+CPI 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.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

BIDDER: _____

[illegible]

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use part-time employees has been granted by the County.

* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your bid to rejection. 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; and 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. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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 within the requirements of the Bid.

Name of Bidder _____

Signature

1 of 4

Date _____

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

BIDDER: _____

[illegible]

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your bid to rejection.

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. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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 within the requirements of the Bid.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

BIDDER: _____

[illegible]

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your bid to rejection.

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. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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 within the requirements of the Bid.

Name of Bidder

Signature _____

Date _____

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

BIDDER: _____

[illegible]

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your bid to rejection.

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. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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 within the requirements of the Bid.

Name of Bidder

Signature _____

Date _____

Part II

Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY,
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA
(BRC0000204)

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EXHIBIT M	Claretta Pump Station Design Plans

SAMPLE AGREEMENT FOR

LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, 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).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2020, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services - South Area (BRC0000204).

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Schedule of Prices; Exhibit A.3, Staffing Plan and Cost Methodology; 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, Performance Requirements Summary; Exhibit G.1, Bid Submission Instructions; Exhibit H, Maps; Exhibit I, Hydroseed Specifications; Exhibit J, Filterra Owner's Manual; Exhibit K, California Friendly, A Maintenance Guide for Landscapers, Gardeners, and Land Managers; Exhibit L, Lilly Park Design Plans; and Exhibit M, Claretta Pump Station Design Plans; 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) and Addenda thereto, 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 Proposal and attached hereto as hereto as Forms PW-2.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$_____ for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$_____; the sum for the first optional term is \$_____; the sum for the second optional term is \$_____; the sum for the third and last optional term is \$_____; and a month-to-month extension up to 6 months at the PW-2.4 rates for \$_____.

FOURTH: 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 period and six month-to-month extension, 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.

FIFTH: 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/or unit prices quoted in Form PW-2.1 – PW-2.5, Schedule of Prices.

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

SEVENTH: 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.

EIGHTH: 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.

TENTH: No Cost-of-Living Adjustment shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements,

and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through M, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: 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 - Formerly 2014 PA039), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

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

FOURTEENTH: 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 rely 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.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair 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:

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
Acting County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA (BRC0000204)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Mr. Armond Ghazarian of Stormwater Maintenance Division (SWMD) who may be contacted at (626) 458-4114 or aghazar@pw.lacounty.gov, Monday through Thursday, 7:00 a.m. to 5:00 p.m. The CM may designate several Public Works Representatives (PWR) to request work from the Contractor. The CM and PWRs are the only persons authorized by Public Works to request work of the Contractor. Public Works may change CMs and/or PWRs at any time. The Contractor will be notified in writing when there is a change in the CM or PWRs.

B. Work Location

The locations for which landscaping, and ground maintenance services are to be provided are listed below. Please see Exhibit H for maps.

1. Los Angeles River

- a. East side of the channel from approximately 700 feet south of Ocean Boulevard (near Seaside Pump Station in Long Beach), to the confluence with the Los Angeles River, and the Rio Hondo Channel.
- b. West side of the channel from Anaheim Street to Southern Avenue in South Gate.

2. Compton Creek

Both sides from the confluence with Los Angeles River to Alameda Street south of 91 Freeway (FWY), including the Earth Day site located on the east bank just south of Santa Fe Avenue.

3. Rio Hondo Channel

- a. East side from the confluence with the Los Angeles River to Slauson Avenue.
- b. West side from the confluence with the Los Angeles River to 5 FWY.

4. Dominguez Channel Green Way Project

From Manhattan Beach Boulevard west of Crenshaw Boulevard, approximately 500 feet east of Cranbrook Avenue to Rosecrans Boulevard. The project is located on the channels right bank or west side. The project continues from the north side of Rosecrans Boulevard, east of Crenshaw Boulevard to El Segundo Boulevard on the channels left bank or east side. The project limits for both sections are from channel wall fence line to right-of-way fence line or marker post.

5. Filterra Units

Three Filterra units located at the intersection of Garfield Avenue and Abbot Kinney, and two units located at the intersection of Coeur D Alene and Abbot Kinney in Marina Del Rey.

6. Coyote Creek - Lilly Park

West side between Norwalk Boulevard and El Dorado Drive adjacent to Lilly Park in the City of Long Beach.

7. Coyote Creek - Claretta Pump Station

West side between 226th Street and E Tula Street adjacent to Claretta Pump Station in the City of Long Beach.

C. 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.

D. Contract Cost

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

E. Work Description

The Contractor shall provide landscaping and grounds maintenance services in a neat, orderly, and professional manner in accordance with these terms, requirements, specifications, conditions, attachments, and exhibits.

Work locations may be changed or deleted during the Contract period by the CM

with reasonable notice. Any such changes will be preceded by a conference between the Contractor and the CM. Additional work locations may be added, and tasks may be expanded during the contract period.

The Contract shall provide for the installation of new landscaping at locations adjacent to Lilly Park and Claretta Pump Station as shown in Exhibit H

Contractor shall submit to the PWR a proposed maintenance and new landscape installation schedule prior to the start of this Contract. Contractor shall maintain and keep a current monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel. The report shall also include the following: locations where re-hydroseeding is required; locations where erosion on the channel back slope greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead and should be removed; locations where any dead trees and shrubs should be replaced; locations where any irrigation systems which have to be operated manually; and locations where any problems with the irrigation system including malfunctions, needed maintenance, or repairs/replacements. The PWR shall provide the report form. The maintenance report shall be submitted to the PWR monthly. If reports are requested earlier, the Contractor shall submit them within three working days of the request date.

Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of six (6) laborers to maintain the services at the locations indicated in this Exhibit, not including supervisors.

The Contractor shall perform the following work at listed work locations:

1. Annual Cutting of Seeded Grass/Wildflower
 - a. Contractor shall cut seeded grass/wildflowers, once per year, in an artisan-like manner without scalping or allowing excessive cuttings to remain. Cutting shall start May 1 with completion no later than June 30. Upon approval by the PWR, cutting may start prior to May 1. The condition for earlier cutting is that the cutting shall take place after the grasses have gone to seed.
 - b. Vegetation shall be cut to a height of no less than 3 inches, or more than 4 inches.
 - c. Contractor shall remove all flowering weed growth with or without seed heads completely from the ground surface without changing the contour of the original ground surface. Weeds removed with or without seed heads shall be collected and disposed away from the

site. Furthermore, the Contractor shall leave the grass/wildflower cuttings, as much as possible, as a beneficial organic matter for the soil.

- d. Contractor shall cut the grass/wildflowers within areas next to trees and shrubs manually or with approved mechanical devices (weed whip, etc.). No unapproved equipment will be allowed in those areas.
- e. When reseeding is required and requested by PWR, Contractor shall use seed mixture per Exhibit I, Hydroseed Specifications. Public Works will pay the Contractor in accordance with the process outlined under Section E.11.d of this Exhibit A.1.

2. Tree Trimming and Care

- a. The Contractor shall perform tree trimming, **under the direct supervision of a certified arborist**, to accomplish the following:
 - i. Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
 - ii. Prevent encroachment on adjacent property and to maintain required proper vertical clearances, which are 8 feet for pedestrian areas and 13 feet for vehicular roadways.
 - iii. At a minimum, Elm, Eucalyptus, and Pepper trees shall be pruned every two years, beginning with the initial contract term. All other trees shall be pruned every three years, beginning with the initial contract term.
 - iv. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.
 - v. All limbs 1 1/2 inches or greater in diameter shall be undercut to prevent splitting.
 - vi. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
 - vii. The Contractor shall, within 72 hours upon notification by the PWR, remove and dispose of all trees, which are downed by either natural or unnatural causes. Contractor shall dig out stumps or grind them to 12 inches below grade, remove the wood chips and backfill the hole to grade with soil.

Public Works will pay the Contractor to remove and replace the tree in accordance with process outlined under Sections E.11.f – E.11.h of this Exhibit A.1, as applicable.

viii. All trimmings shall be removed from the sites at the end of each working day.

ix. Contractor shall inform the PWR of any dead or diseased trees. If the PWR determines that a tree died or became diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, tree topping, etc.), the Contractor shall be responsible for removing the affected plant and replacing it at Contractor's expense. If the tree died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor to remove and replace the affected tree in accordance with Sections E.11.f – E.11.h of this Exhibit A.1, as applicable.

b. The Contractor shall adhere to the following tree staking and tying requirements:

i. Replace missing or damaged stakes where the tree diameter is less than 3 inches.

ii. Install stem stake attachments with material ties in those cases where the tree has been damaged and requires staking for support.

iii. Check and adjust tree stake attachments and material ties once a month to allow trees to sway freely and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stem stakes may be requested by the PWR for trees with a diameter less than 3 inches.

3. Shrubbery/Vines Trimming and Care

a. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery/vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery/vines located between the channel access gates and cross streets shall be kept trimmed to a maximum height of 4 feet.

b. Contractor shall trim the shrubs at the access gates a minimum of once a year during the month of March and as needed during the

rest of the year to ensure they are kept between 3 ½ feet and 4 feet in height.

- c. It is Public Works' intention for the landscape within the flood right of way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and **not shear** plants.
- d. Contractor shall remove and dispose of all dead or diseased plant materials as the condition develops
- e. Contractor shall inform the PWR of any dead or diseased plants. If the PWR determines that plant(s) died or became diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, tree topping, etc.), the Contractor shall be responsible for removing and replacing the affected plant(s) at Contractor's expense. If the plant(s) died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor to remove and replace the affected plant(s) in accordance with the process outlined under Sections E.11.g and E.11.h of this Exhibit A.1, as applicable.

4. Trimming and Care of Ground Cover and Vines on Parapet Walls

a. Ground Cover

- i. Contractor shall remove and dispose of all dead or diseased vines and ground cover branches as they develop.
- ii. Contractor shall keep all ground cover adjacent to roadways away from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb the right-of-way fencing, shrubs, or trees shall be pruned out of these areas. The pruning of the ground cover shall be done twice a year during the months of March and September.

b. Vines and Ornamental Grass Planted Next to Parapet Walls

- i. Contractor shall remove and dispose of all dead or diseased vines as the condition develops and new ones shall be planted as a replacement. Vines located on the channel side of the parapet wall shall be pruned once a year during the month of September, so they hang no more than 2 feet below the top of the wall.

- ii. Contractor shall trim vines and ornamental grass back to keep them from growing onto the access road/bicycle trail. Vines and ornamental grass shall be trimmed once a year during the month of September, **except the vines and ornamental grass along the east side of the Los Angeles River (bicycle trail) are to be trimmed twice a year during the months of March and September.** Contractor shall direct the vines to grow onto the wall by the use of epoxy vine support or other methods approved by the PWR.
- iii. Contractor shall inform the PWR of any vines and ornamental grass requiring replacement. If the PWR determines that plant(s) died or became diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, tree topping, etc.), the Contractor shall be responsible for removing and replacing the affected plant(s) at Contractor's expense. If the plant(s) died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor to remove and replace the affected plant(s) in accordance with the process outlined under Sections E.11.g and E.11.h of this Exhibit A.1, as applicable.

5. Weed Control

No chemical eradication of weeds shall be allowed in this contract.

a. Ornamental Plantings and Vine Pockets Next to Parapet Walls

Contractor shall remove and dispose of all weeds before they reach 3 inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed, or other underground spreading weeds shall be kept under strict control. Weeds may be removed by hand or by cultivation where appropriate.

b. Seeded Grass and Wild Flower Areas

Contractor shall completely remove all weeds within the grass/wild flower areas to the ground surface without changing the contour of the original ground surface.

c. Stone and Gravel Areas

Contractor shall remove all weeds over 6 inches tall or groups of weeds spreading 12 inches or more which are growing in the

landscape stone areas, decomposed granite areas, and gravel areas. Weeds may be removed by hand or weed whipping.

d. Paved Areas

Contractor shall remove all weeds from walkways, drainage areas, expansion joints and cracks in all hard surface areas, driveways, and roadways within the work limit. Contractor shall remove weeds by hand or weed whipping.

e. Stream and Pond Areas

Contractor shall remove all weeds from stream and pond areas that are not aquatic/emergent wetland plants.

6. Rodent and Pest Control

All areas shall be maintained free of pests and rodents including, but not limited to, gophers, ground squirrels, and rats since they may cause damage to shrubs, ground cover, trees, and/or irrigation systems. The rodenticide product to be used shall be recommended by a California Pest Control Advisor and preapproved by the PWR.

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 California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the PWR with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained. Contractor shall provide proof of registration as a Pest Control Business from the Los Angeles County Agricultural Commissioner's office for the current year and maintain it for the duration of the Contract.

7. Litter Control

The term "litter" shall be synonymous and interchangeable with "debris" and "trash" and shall include, but not be limited to: all wrappers, containers, bottles, paper, glass, styrofoam, tissue, plastics, cans, grocery bags, boxes, cigarette butts, straws, toys, ropes, tires, automotive scrap, furniture waste, construction debris (i.e., concrete, metal, nails, screws, wood pieces, etc.), dead foliage, tree cuttings, food, bones, and other organic materials. The Contractor shall remove only nonhazardous materials and immediately notify the PWR of known hazardous materials. The Contractor

shall NOT attempt to perform any type of hazardous waste removal not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc.

Contractor shall remove and dispose of accumulated debris within the landscape areas, including but not limited to, planted areas, rock areas, gravel areas, adjoining access roads and driveways, drains, and bicycle rest stops.

Trash containers at the bicycle rest stops, shall be emptied once a week by the Contractor. Contractor shall report all missing containers to the PWR by the end of the day and include that information on the required monthly maintenance report.

Litter control shall take place once every two weeks along the bicycle trails on the east side of the Los Angeles River, the west side of the Rio Hondo Channel, and a section of the east side of the Rio Hondo Channel by the Contractor. Also, litter control shall take place once every two weeks along the west side of the Los Angeles River from Anaheim Street in Long Beach to 420 feet north of Tweedy Boulevard in South Gate.

Litter control shall take place once a month at all other landscaped locations not specifically mentioned under this Section E.7.

8. Filterra Units

Contractor shall maintain five Filterra units, approximately 4 feet by 6 1/2 feet in size, on a monthly basis. For monthly maintenance guidelines, refer to Exhibit J, Filterra Owner's Manual.

9. Irrigation System Management and Inspection

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.

The irrigation system is automatically controlled through electrical or solar powered irrigation controllers and remote-control valves. Calsense ETI controllers are used along the Los Angeles River and Rio Hondo Channel to control several bubbler and drip systems. The system includes mainline flow meters, automatic rain shutoffs at each controller, and all ground and water-conserving drip systems. Bubblers are used at each tree and at the vine pockets (except Rio Hondo Channel, where drip systems are also used).

All grass/wildflower areas have no permanent watering system and require

the use of water truck on as-needed basis. Public Works will pay the Contractor in accordance with the process outlined under Section E.11.e of this Exhibit A.1.

a. General Provisions

- i. Contractor shall operate the irrigation system so as not to cause excessive wetness, "waterlogged" areas. Native and drought-tolerant plant materials have been used throughout the project and require a minimal amount of water. Overwatering may cause the plants to die. Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.
- ii. When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), and variation in size and varieties of plants along with the desired infrequent deep-watering technique. Seasonal controller rescheduling of circuits (systems) shall occur at least twice during the year, usually during spring and fall.
- iii. If necessary, Contractor shall use a moisture sensing device to determine water penetration into the soil.
- iv. Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has enough high moisture content that watering is not required.
- v. If an automatic irrigation system, or a portion of a system, malfunctions, Contractor shall be responsible for the manual manipulation of that system and notifying PWR. Public Works will pay the Contractor for the irrigation system repair in accordance with the process outlined under Section E.11.a of this Exhibit A.1.

b. Irrigation System Inspection and Maintenance

Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements. To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the

irrigation system, report any damage or incorrect operation to the PWR, and include that information on the monthly maintenance report. This inspection is to be performed once a month. If problems/conditions indicate a need for increased inspection frequency, the Contractor shall notify PWR. Public Works will pay the Contractor for increased inspection frequency in accordance with the process outlined under Section E.11.i of this Exhibit A.1. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works.

Contractor shall perform the following tasks as part of regular irrigation system management service, unless otherwise specified in this Scope of Work:

- i. Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Public Works will pay the Contractor in accordance with the process outlined under Section E.11.c. of this Exhibit A.1.
- ii. Repair or replace damaged bubbler heads and risers, as necessary.
- iii. Clean or replace clogged bubbler heads and risers, as necessary.
- iv. Clean or replace clogged or damaged drip line emitters.
- v. Repair/replace immediately all broken drip lines or emitters which are causing a loss of water and creating ponding or erosion.
- vi. Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to the PWR within one week of the discovery and included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the back slope.
- vii. Inspect and clean mainline filters, wye strainers, basket

filters, and the filters at the backflow devices twice a year.

The location of any filter found to be worn out during this inspection shall be reported to the PWR within one week of the discovery and included on the required monthly maintenance report.

- viii. The bubbler heads in the vine pockets next to the parapet walls shall be inspected on a monthly basis to verify each vine is being watered.
- ix. Recover and refasten removed valve box covers. Contractor shall report any missing valve box covers to the PWR by the end of the day and include that information on the required monthly maintenance report.
- x. Contractor shall notify PWR of the location and nature of any irrigation system repair work required. Public Works will pay the Contractor in accordance with the process outlined under Section E.11.b of this Exhibit A.1.

10. Monthly Maintenance Reports

Contractor shall submit a proposed maintenance schedule to PWR prior to the start of this Contract and obtain PWR's approval. Contractor shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include written description and photo documentation of: locations where erosion on the channel backslope greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees or plant materials replaced; any irrigation systems that have to be operated manually; and any problems with the irrigation system, such as malfunctions, needed maintenance, or repairs/replacements. The Contractor shall submit the maintenance report to the PWR at the end of each month or upon request, within three working days.

11. On-Call Service Items

For Items (a) through (i), except Item (c):

- Upon request by the PWR, the Contractor shall provide a written quotation for any additional work location and facilities;

- Contractor shall not begin work prior to PWR's approval of the written quotation;
 - County will not pay for preparation or travel time to and from jobsite;
 - County will only pay the actual time spent performing the work;
 - Contractor shall attach and submit applicable receipts along with the invoice to PWR;
 - Contractor shall not receive a mark-up for purchases made to complete the service requested.
- a. Manual operation of irrigation system.

Contractor shall report all systems which require manual operation to the PWR at the end of week of discovery and on the monthly maintenance report and submit a schedule and cost estimate based on the rate listed under Item 3.a of Forms PW-2.1 – PW-2.4, Schedule of Prices.

- b. Irrigation System Repairs and Replacement

The Contractor shall submit proposal to make additional repairs and/or replacements to the irrigation system beyond items described in Section E.9.b of this Exhibit A.1, including but not limited to; automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. Public Works will pay the Contractor based on the rate listed under Item 3.b of Forms PW-2.1 – PW-2.4, Schedule of Prices.

- c. After-Hours Emergency Water Shut-Off

Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for each emergency response based on the rate listed under Item 3.c of Forms PW-2.1 – PW-2.4, Schedule of Prices.

- d. Hydroseeding

The Contractor shall submit a proposal for the hydroseeding services. Public Works will pay the Contractor based on the rate listed under Item 3.d of Forms PW-2.1 – PW-2.4, Schedule of Prices.

- i. Contractor shall adhere to the following standards and specifications:
 - 1. Evaluation of site conditions shall be performed to select appropriate hydroseeding mixture.
 - 2. All seeds shall be in conformance with the California State Seed Law of the Department of Agriculture.
 - 3. Installation:
 - a. Contractor shall have previous knowledge of hydroseeding.
 - b. Obtain approval of planting area from PWR.
 - c. Remove all vegetation (except as instructed by PWR), stumps, roots, and stones (larger than 1 inch in diameter) and all harmful materials.
 - d. Grade area to present a neat and uniform appearance. Finish grade to be 1 inch below adjacent paving.
 - e. Any slurry sprayed on plants, wall, pavement, or equipment as a result of hydroseeding shall be cleaned to the satisfaction of PWR.
 - f. Inspection – Notify PWR one week prior to completion. The PWR shall inspect and accept the completed works.
 - g. Contractor shall inspect hydroseeded slopes and areas weekly; or if rain with less than 72-hour duration is anticipated during the week, before and after rainfall event; or if rain with more than 72-hour duration is anticipated during the week, every 24 hours.
- ii. All areas shall be inspected for failure and reseeded, fertilized, and mulched within the planting season using not less than half the original application rates.
- iii. If based on early growth observation, PWR may require the

Contract to re-hydroseed the areas without adequate coverage.

- iv. Contractor is responsible for maintaining all slopes to prevent erosion. This includes, but is not limited to, the purchase and installation of erosion control devices (i.e, straw waddles, etc.).

For slopes in excess of 3:1, a mulch stabilizer such as soilLoc, or approved equal, shall be applied to the mulch at a recommended rate by the manufacturer and approved by the agency.

- e. Water Truck

The Contractor shall be required to provide a water truck with an operator equipped with overhead projection style nozzle for watering at the grass/wildflower areas on as-needed basis. The water truck shall have a 4,000-gallon water tank. The water truck shall be capable to be driven on channel's access road and discharge water by gravity to irrigate channel embankment. The Contractor shall provide a written estimate and schedule to provide the water truck. Public Works will pay the Contractor based on the rate listed under Item 3.e of Forms PW-2.1 – PW-2.4, Schedule of Prices.

- f. Major Tree-Trimming; Tree, Stump, and Root Removal

Contractor shall provide a proposal to perform any major tree trimming and/or tree, stump and root removal, other than tree trimming specified under Section E.2 of this Exhibit A.1. Public Works will pay the Contractor based on the rate listed under Item 3.f of Forms PW-2.1 – PW-2.4, Schedule of Prices.

Contractor shall use a Certified Arborist to directly oversee any major tree trimming, tree removal and stump and root removal and Certified Tree Workers to perform any major tree trimming and tree removal.

- g. Vegetation, Trash, Debris, Brush, and Minor Tree Trimming/Removal

Services under this item include but are not limited to the removal of vegetation, trash, debris, brush, minor tree trimming or removal (trees that are less than 8 feet in height and less than 4 inches in diameter at breast height), and invasive vegetation, on an on-call basis at various flood facilities listed under Section B, Work

Locations, or Section Q, Additional Work/Location(s), of this Exhibit A.1. Contractor shall submit a written proposal to perform the work under this section. Public Works will pay the Contractor based on the rate listed under Item 3.g of Forms PW-2.1 – PW-2.4, Schedule of Prices.

The Contractor shall have the ability to transport all debris derived from the on-call services to a Public Works approved disposal site.

h. Replant Trees, Shrubs, Ground Cover, Plants, etc.

Contractor shall submit a written proposal for plant replacement work shall be the hourly rate listed under Item 3.h of Forms PW-2.1 – PW-2.4, Schedule of Prices.

The Contractor shall place a 3-to 4-inch layer of mulch within the watering ring around the trunk. No mulch shall be placed within 2 inches of the trunk.

i. Additional Irrigation System Monitoring

The Contractor shall provide a written estimate and schedule to provide additional inspection services of any irrigation system. Public Works will pay the Contractor based on the rate listed under Item 3.i of Forms PW-2.1 – PW-2.4, Schedule of Prices.

12. Coyote Creek – Lilly Park Landscape Project

Contractor shall install new landscaping and irrigation system based on the plans, specification, and field conditions. Refer to Exhibit L.

13. Coyote Creek - Claretta Pump Station Landscape Project

Contractor shall install new landscaping and irrigation system based on the plans, specification, and field conditions. Refer to Exhibit M.

F. Hours and Days of Service

Hours of services shall be primarily between 7 a.m. and 4 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the PWR.

Minimally, the Contractor shall provide telephone answering service and facsimile, within the County from 8 a.m. to 5 p.m., Monday through Friday, except on County

observed holidays, to receive instructions, information, complaints, etc., from Public Works. Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

G. Utilities

The County will provide electric and water services to operate the irrigation system.

H. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the jobsite.

I. Removal of Debris

All debris derived from these landscaping services shall be removed and properly disposed from Public Works property by the Contractor and properly disposed. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Public Works will pay the Contractor for dump fees and the Contractor shall be responsible for all work and transportation required to remove and dispose of debris. The Contractor shall submit dump tickets with invoices each month, **whereupon Public Works will reimburse the Contractor for the cost of the dump fee.** Materials earmarked to a landfill shall be delivered to an approved dumpsite. Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted on a monthly basis to the PWR. 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 during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM. The Contractor shall NOT attempt to 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.

J. Special Safety Requirements

1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
2. Contractor staff shall wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
3. The contractor shall inspect and identify, any condition(s) that renders any portion of the jobsite unsafe. Contractor shall notify the Contractor manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. 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 CM 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 landscape maintenance operation.

Contractor shall do the following for safety issues:

- a. Public Safety: Contractor shall perform a pre-work 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 CM; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
- a. Emergency Response: The Contractor shall call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor staff, and direct emergency services to the injured person, if practical, secure the site and bike path to restrict the public from going through the area as described in Item 4. When needed, use appropriate signage and delineations.

- b. 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 Public Works Representative (PWR) within two business day or first day of the next business week. PWR will provide the report form.
- 5. All pesticide application shall be under the direct supervision of a Pest Control Advisor licensed by the State of California.
- 6. Contractor shall close the bicycle trail portion of the channel access road (east side of the Los Angeles River) when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be as follows:
 - a. The trail closure signs shall state the date of closure and date the trail will be reopened.
 - b. The signs shall also state the limits of the closure (where the bicyclist can reenter the trail).
 - c. The signs shall use 3-inch lettering.
 - d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
 - e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.
 - f. All questions regarding the bicycle trail closure shall be directed to the Public Works Bicycle Trail Coordinator at (626) 458-3960.

K. Integrated Pest Management Program Compliance

Contractor shall certify that it has reviewed, understands, and will adhere to the County's Integrated Pest Management (IPM) 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 storm water (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 IPM.
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 (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, 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

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

L. Maps

Exhibit H is the maps of the areas.

M. Work Area Control

Contractor shall comply with all applicable laws and regulations and shall maintain work areas in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite shall be subject to the approval of the CM.

N. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) required that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all contractors handling landscape waste materials for the County shall be responsible to divert all landscape waste materials from any landfills and cogeneration facilities.

Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape waste materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock, for composting, co-composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to its selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required

O. Additional Responsibilities of the Contractor

Contractor shall:

1. Ensure to maintain on the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039).
2. Ensure to maintain three years of experience providing landscape maintenance services.

This requirement must be held by the Contractor and Subcontracting is not allowed.

3. Ensure to maintain a valid and active State Contractor's Class C-27, Landscaping Contractor License.

This requirement must be held by the Contractor and Subcontracting is not allowed.

4. Maintain and/or ensure any subcontractor(s) holds a copy of a valid and active arborist and/or horticulturist certification.
5. Maintain and/or ensure any subcontractor(s) hold copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
6. Maintain and/or ensure any subcontractor(s) hold a copy of a valid and active State of California Qualified Applicator license.
7. Maintain and/or ensure its Subcontractor(s) performing waste disposal work

hold a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH).

8. Maintain and ensure its Subcontractor(s) hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.
9. Shall be familiar with the requirements specified in Exhibit K, California Friendly, A Maintenance Guide for Landscapers, Gardeners, and Land Managers.
10. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
11. Provide sufficient landscape personnel with the skills, training, and experience necessary to perform the various landscape activities in a professional manner. The Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems. Whenever applicable, the Contractor shall use a certified arborist, a certified horticulturist, certified Pest Control Applicators, and Pest Control Adviser, approved by Public Works for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, slope cutting, fertilizing, disease, and pest recommendations).
12. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
13. Repair any damage to Public Works facilities resulting from the Contractor's work including, but not limited to, irrigation systems, fences, gates, and access road pavement.
14. **Remove all trimming, debris, and trash and properly dispose of them off-site at the end of each workday.** Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.
15. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The PWR shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported on the monthly maintenance report. The cost for this inspection shall be included in Bid Items 1 listed under Forms PW-2.1 - PW-2.4, Schedule of Prices.

16. Inspect the channel back slope for erosion during each maintenance activity. All erosion 6 inches or deeper shall be reported to the PWR at the end of each week and also reported on the monthly maintenance report.
17. Replace all dead trees or shrubs and report all replacement trees and shrubs to the PWR every month on the monthly maintenance report. Contractor shall be compensated for trees and shrub replacement as listed on the Schedule of Prices, Item 3.h.
18. Provide the PWR with a means of communication to contractor's field personnel.
19. Ensure that its on-site supervising employee assigned to this Contract has at least two years of experience in performing supervising landscaping services. Contractor's change in on-site supervisors shall be reported to the PWR. Contractor shall submit the proposed on-site replacement supervisor resume to the PWR for preapproval.
20. Ensure uniforms are worn by employees on the job at all times.
21. Ensure onsite supervisors speak, read, write, and understand English.
22. Consult and receive written permission from the PWR prior to performing any chemical application for pest control. Glyphosate-based products cannot be used.
23. Contractor shall comply with Migratory Bird Treaty Act and all other State and Local laws when performing their duties under this Contract.

P. Responsibilities of Public Works

Public Works will be responsible for the following:

1. The County may perform periodic inspections of the work location(s) as determined necessary or requested by the PWR. The CM or PWR may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. Reviewing and processing all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in Exhibit A.1, Work Description, and Exhibit A.1, Additional Responsibilities of Contractor, are not done properly, the PWR will not approve the work for payment and will order the work be redone.

3. Provide Maps and Irrigation and Landscape Drawings:
 - a. Exhibit H consists of drawings showing the location where landscape maintenance services are to be performed.
 - b. Detailed landscaping and irrigation drawings are available per request by the Contractor. It should be noted that landscaping plans may have been modified subsequent to the original installation, and thus the drawings should be verified in the field.

Q. Additional Work/Location(s)

1. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work beyond what is included in the Scope of Work with an estimate of labor and materials as provided in this section. No additional work shall commence without written authorization from the PWR. However, when a condition threatens imminent injury to the public or damage to property, the PWR 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 PWR for approval.
2. Additional work/location(s) may be added, within the current limits of facilities, during the Contract period. Upon request by the PWR, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Forms PW-2.1 – PW-2.4, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the rates on PW-2.1 – PW-2.4, Schedule of Prices. Upon PWR's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the PWR, the additional work/location(s) may be added to the Contract.
3. 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.

R. Pass-Through

County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service locations resulting from accident, storm, neglect, or other causes that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs, the Contractor shall present the required Scope of Work to be performed and the cost to restore the landscape and/or irrigation to the original or

improved state to the PWR for consideration within 15 days of damage. The Contractor shall obtain PWR's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

S. Water Pollution Control

1. National Pollutant Discharge Elimination System

To comply with the National Pollutant Discharge Elimination System (NPDES) requirements, the Contractor shall not allow any debris from its operations under this Contract to be deposited into the channels, storm drains, and/or gutters.

2. Best Management Practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces water pollution. Contractor shall obtain and refer to the 2010 Construction BMP Handbook. This Publication is available

Los Angeles County
Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-6959

from:

Or can also be found:

<http://intranet2.dpw.co.la.ca.us/CONS/EnvCompliance/Documents/BMPManual.pdf>

Contractor shall always have a minimum of one readily accessible copy of this publication on the Contract site.

T. 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.

U. Gratuities

1. 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.
2. 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.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. 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.

V. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the 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 the Contract work in accordance with the terms and conditions of the Contract at the proposal 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 the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. 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.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract or approved by CM.
4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F.1), the higher service level in the judgment of Public Works shall prevail.

SCHEDULE OF PRICES
(FORMS PW-2.1 – 2.5)

[TO BE DETERMINED]

STAFFING PLAN AND COST METHODOLOGY
(FORMS LW-8.1 – 8.4)

[TO BE DETERMINED]

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 Request for Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039) for the above Exhibits, and Addenda 1-4 to be incorporated herein by reference.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. 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; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. 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; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Trimming and Care	Contractor shall provide all landscaping and grounds maintenance services in a neat, orderly, and professional manner for the 15 items/sites.	\$100 per occurrence plus any fines.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Major Tree Trimming, Tree Removal and Stump & Root Removal	Contractor shall complete major tree trimming as requested by Project Manager, this includes any and all other types of trimming other than those specified in Tree	\$100 per occurrence plus any fines.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	Trimming and Care.			
5. Weed/ Litter/ Rodent Control	Contractor shall remove any weeds, litter or any other debris, and rodents from landscape areas. Weed and Litter control shall take place on a weekly basis at all locations. Rodent control shall take place as needed.	\$100 per occurrence plus any fines.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Monthly Maintenance Reports	Contractor shall submit maintenance report to the Contract Manager at the end of each month or upon request, within three working days.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.			
2. Employees Well Oriented to Job	Employees must have thorough knowledge of facility and its needs. Contractor must provide experienced personnel to perform various landscape activities in a professional manner; this includes personnel fully trained in all phases of irrigation systems.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Uniform	Uniforms worn by employees on the job at all times.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			<input type="checkbox"/> N/A	
6. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/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.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. After Hours Emergency to Shut Off Water	Contractor shall respond to requests received from Public Works pertaining to waterline breaks requiring an emergency response to shut off water or turn off irrigation system.	\$50 per occurrence.		
4. Makes Site Inspections	Contractor or experienced personnel shall inspect landscape areas after maintenance has been completed. Areas shall also be inspected for disease, insect infestation or irrigation problems.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. 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.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. On-Site Supervisors Speak, Read, Write, and Understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

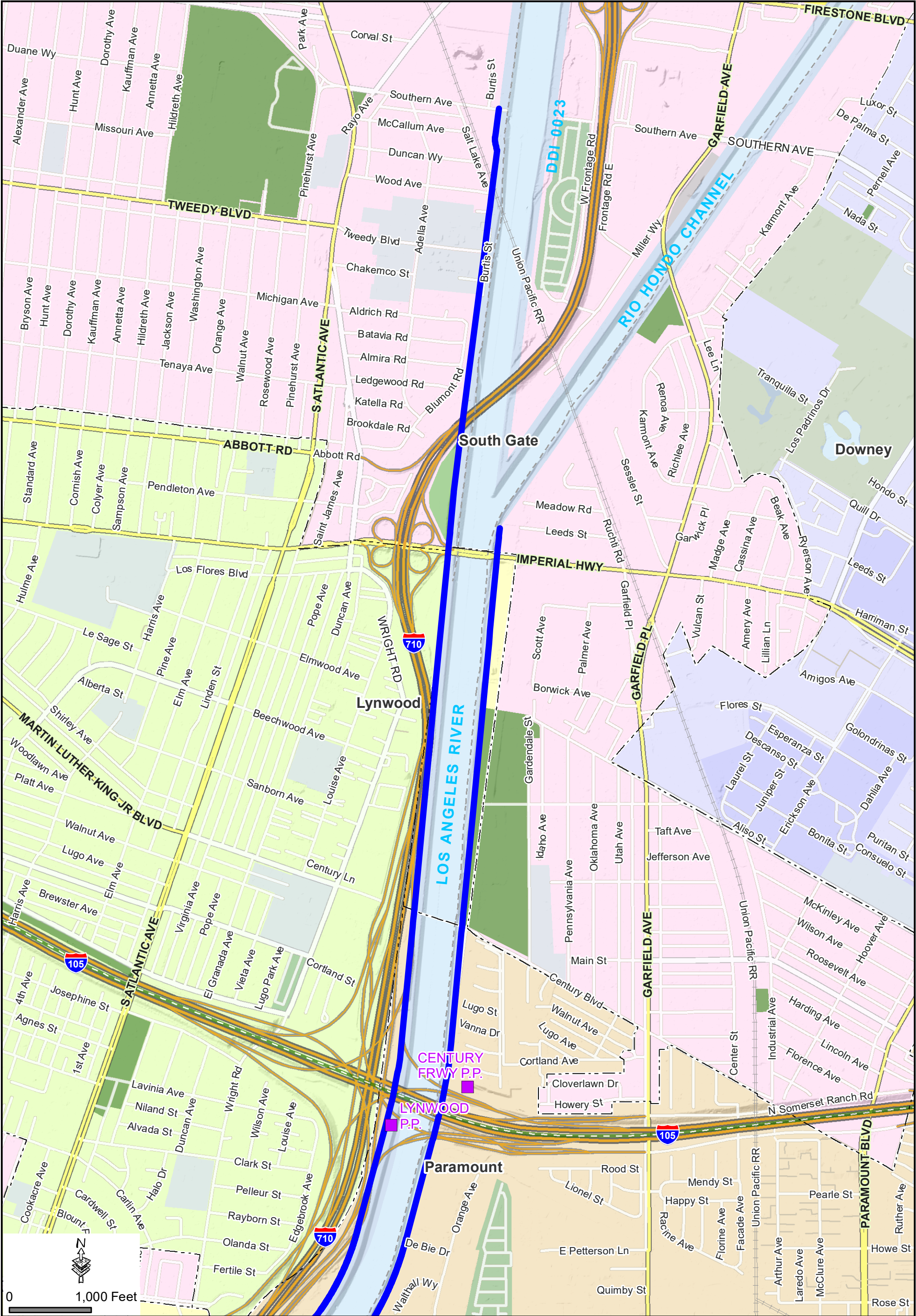
The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
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; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

Exhibit G.1: Bid Submission Instructions

See RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039) and Addenda 1-4 for the above Exhibit that is incorporated here by reference.

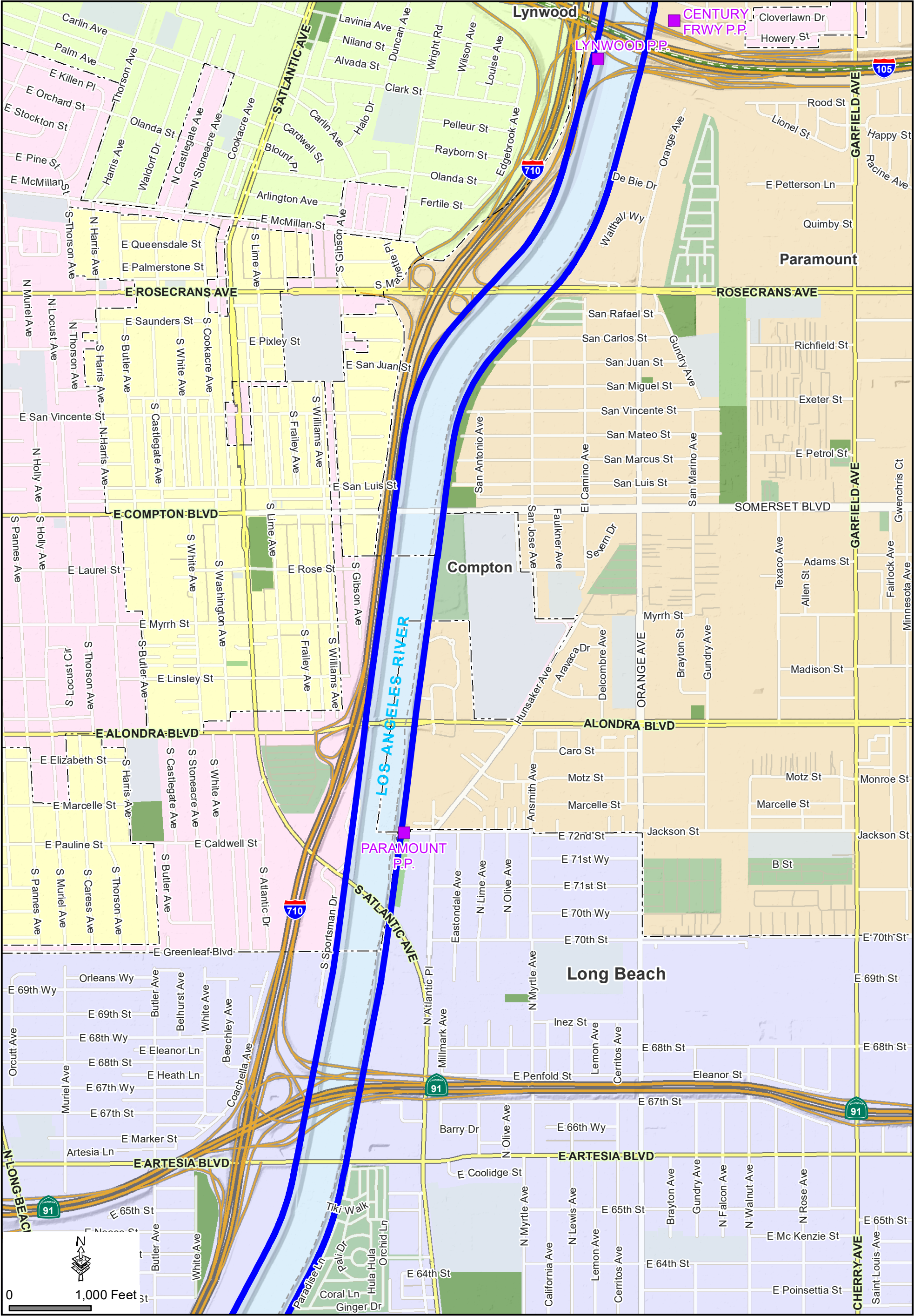


**Landscape Maintenance Contract
South Area
Los Angeles River**



Landscaped Area

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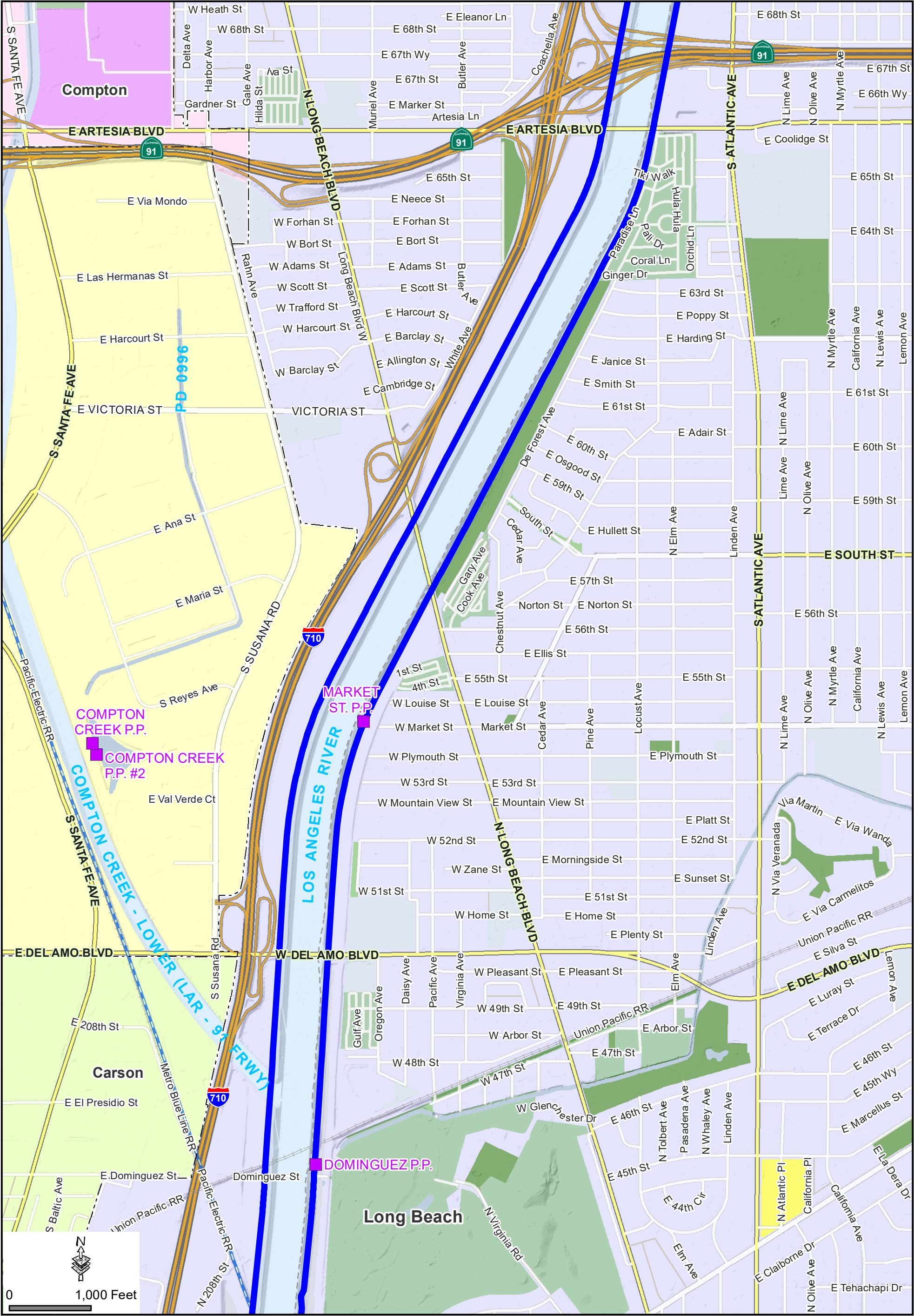


Landscape Maintenance Contract
South Area
Los Angeles River



Landscaped Area

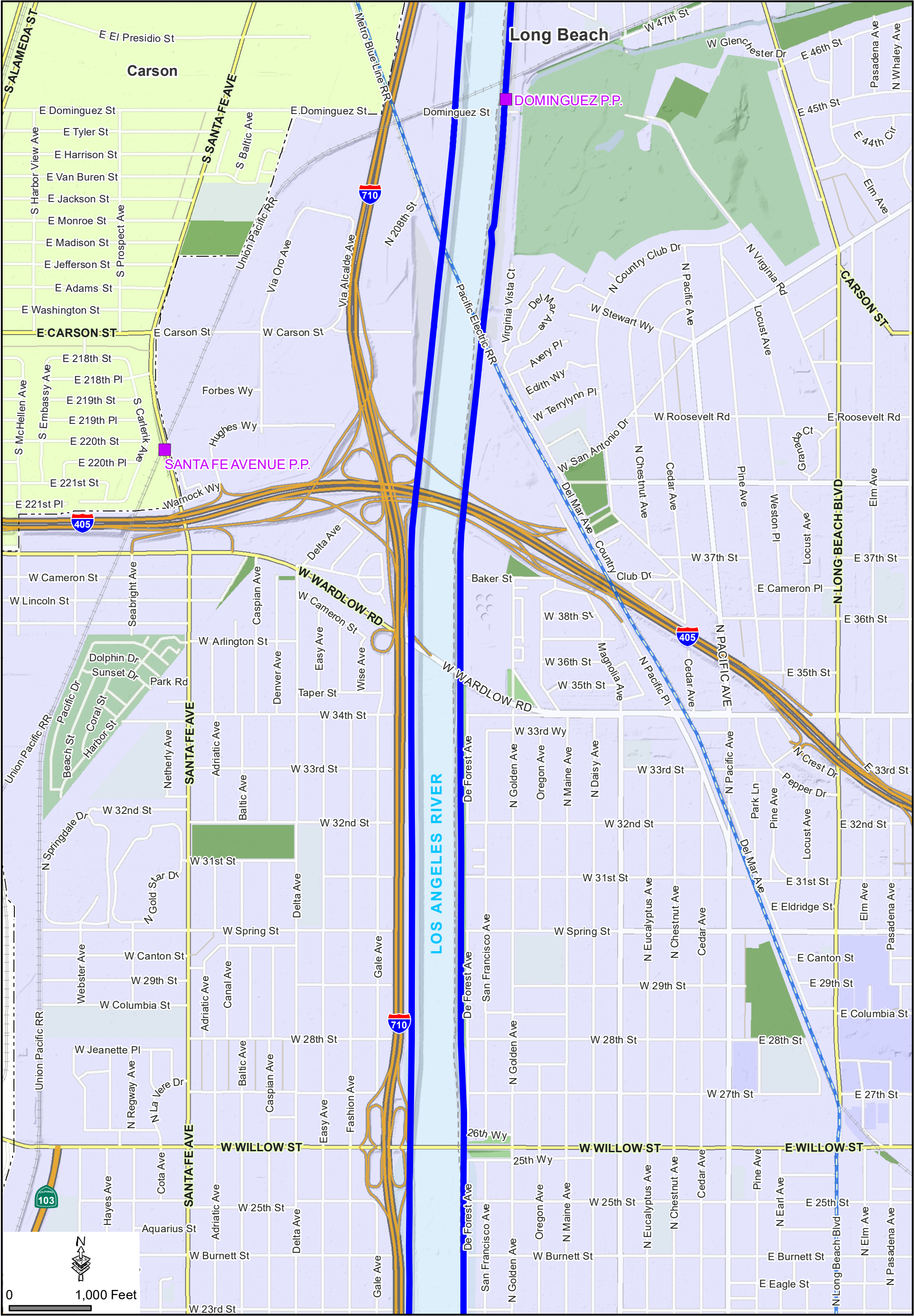
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Landscape Maintenance Contract
South Area
Los Angeles River

Landscaped Area



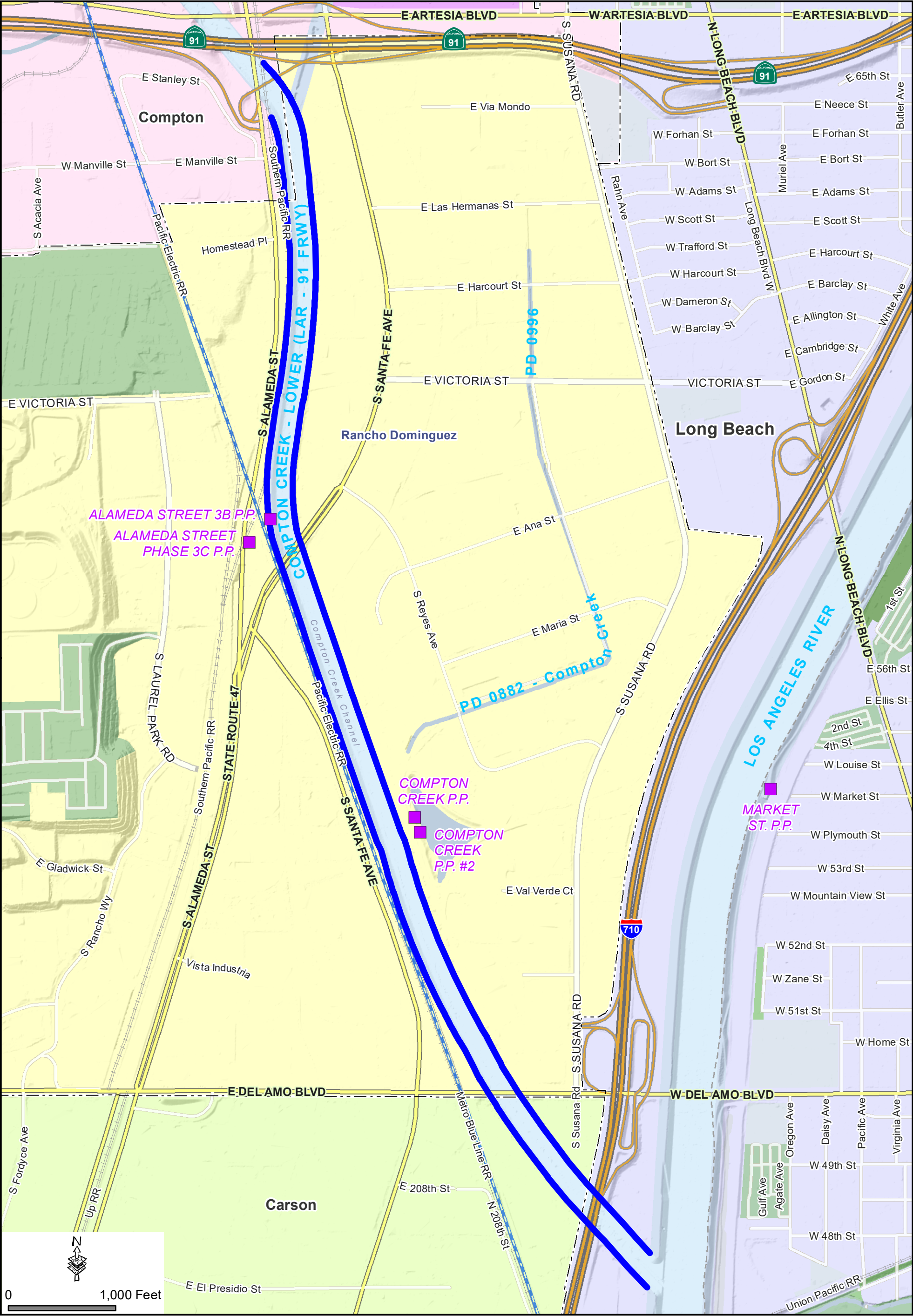


Landscape Maintenance Contract
South Area
Los Angeles River



Landscaped Area

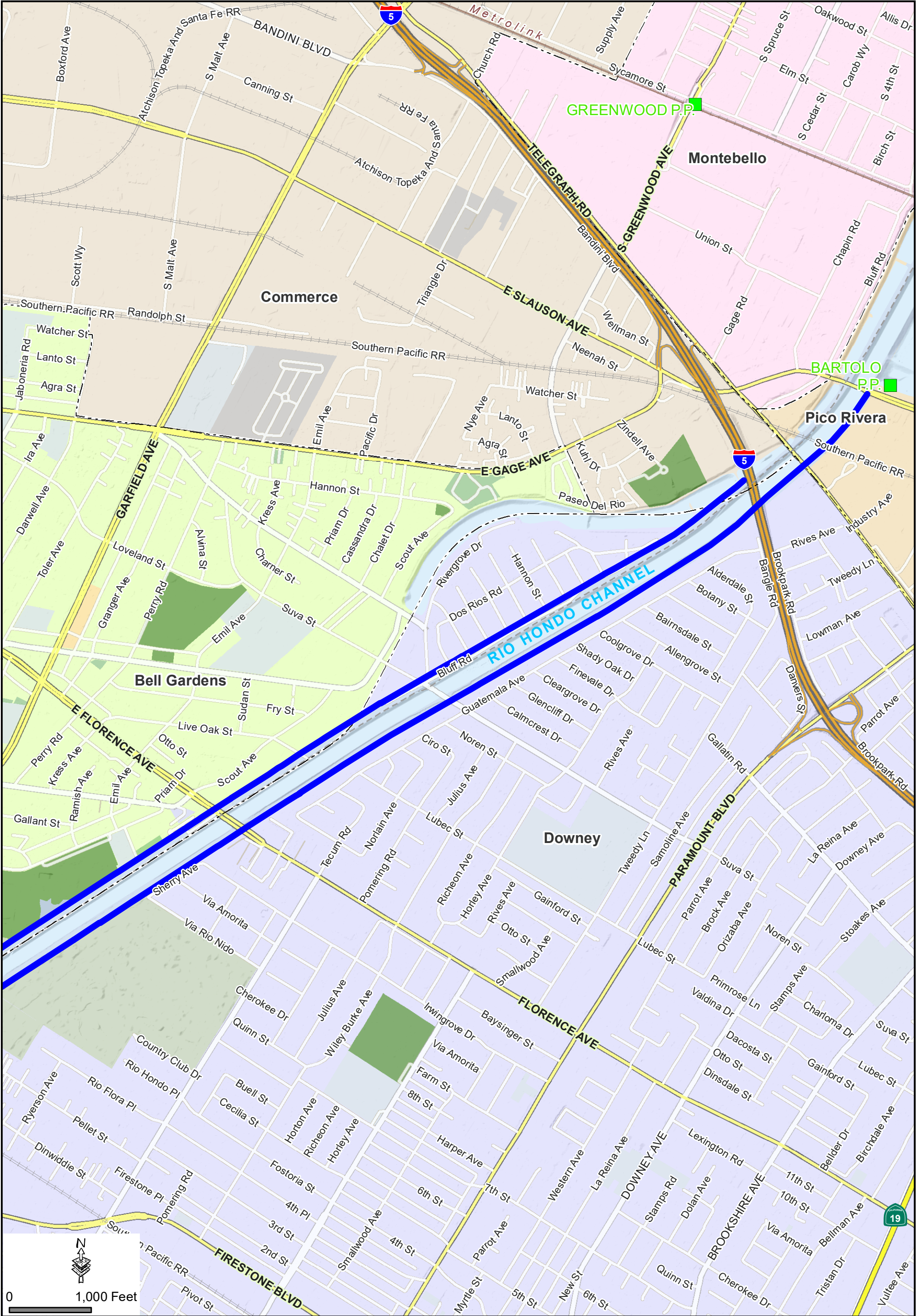




**Landscape Maintenance Contract
South Area
Compton Creek**

— Landscaped Area



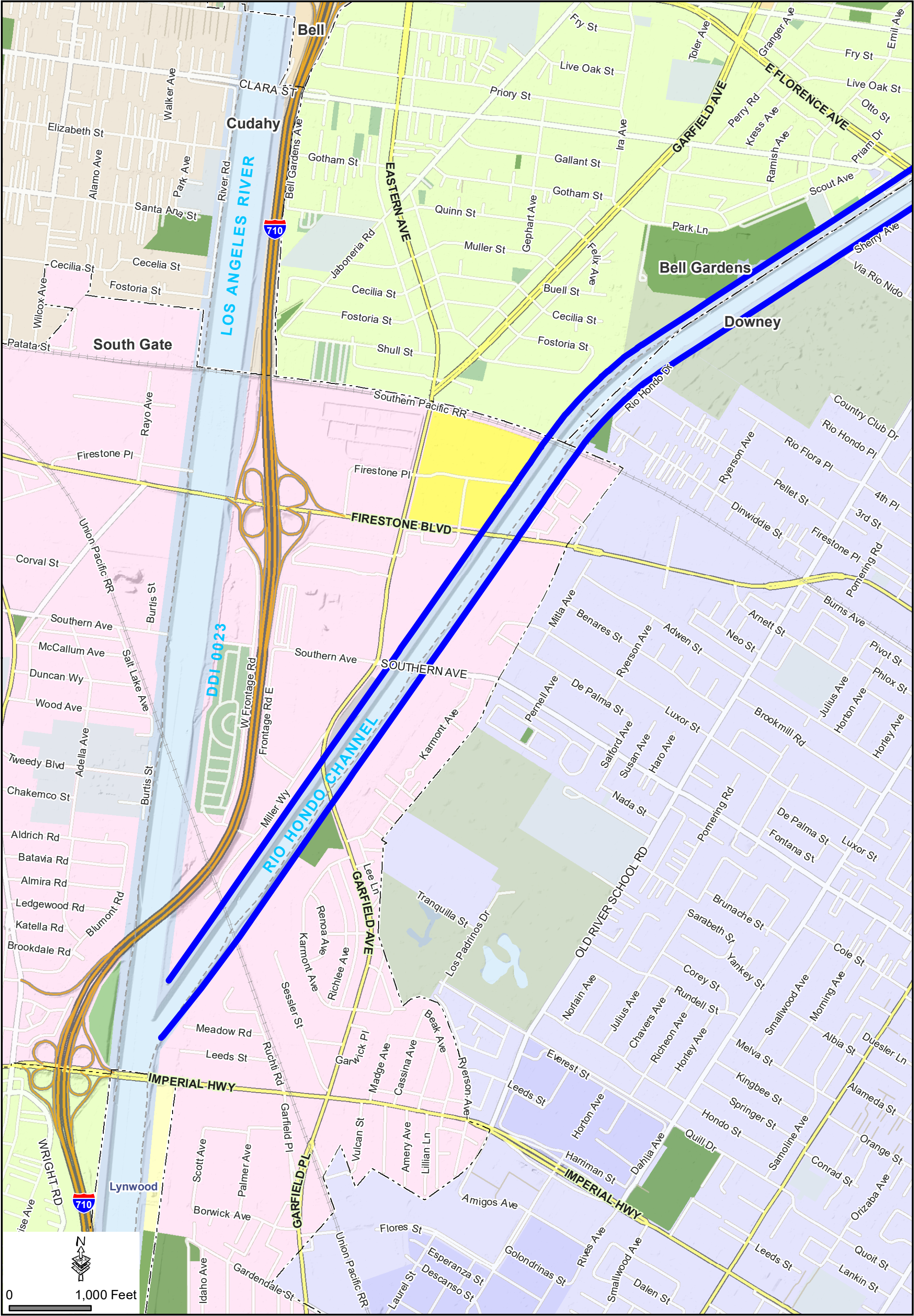


Landscape Maintenance Contract
South Area
Rio Hondo Channel

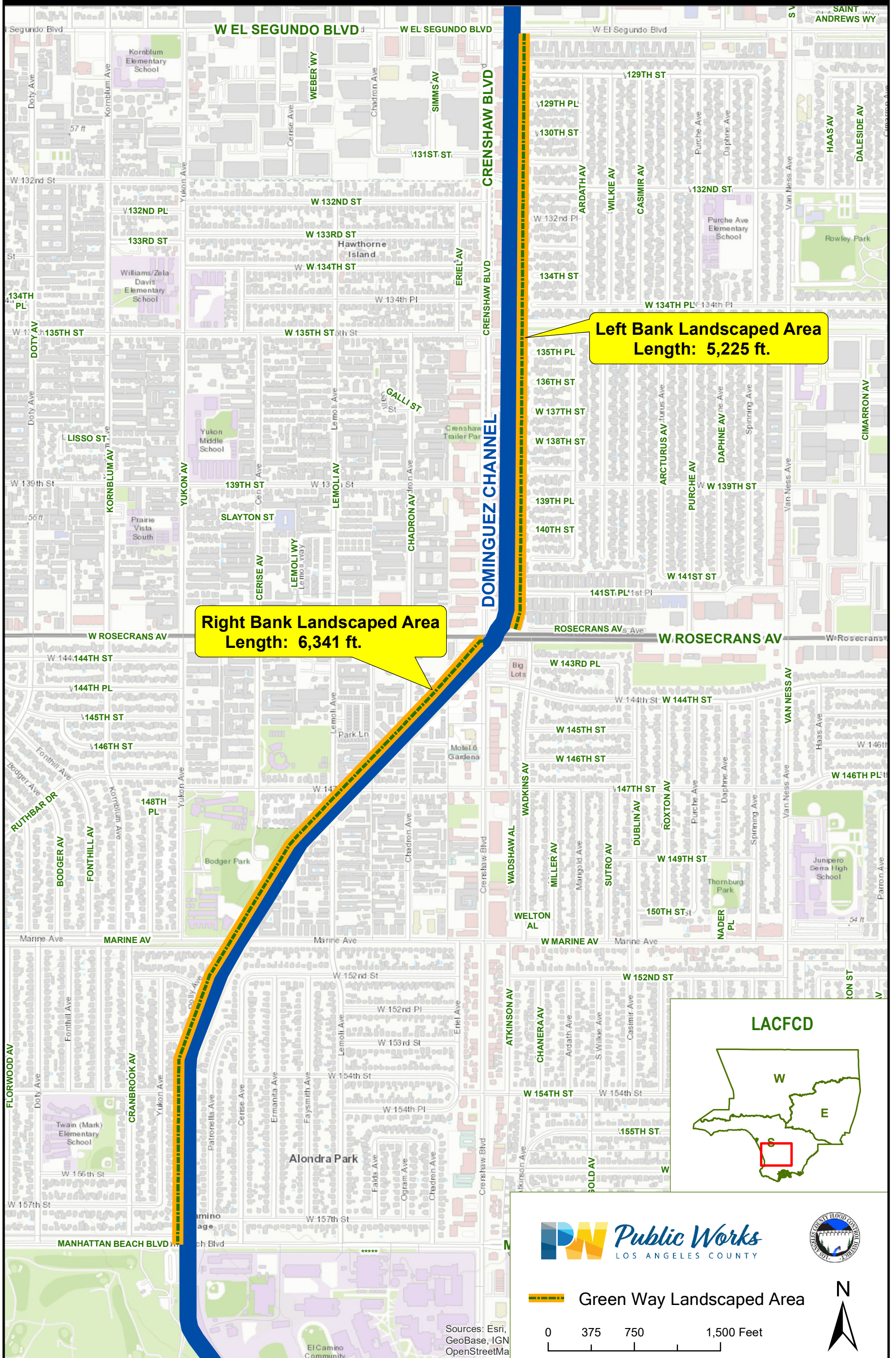


Landscaped Area

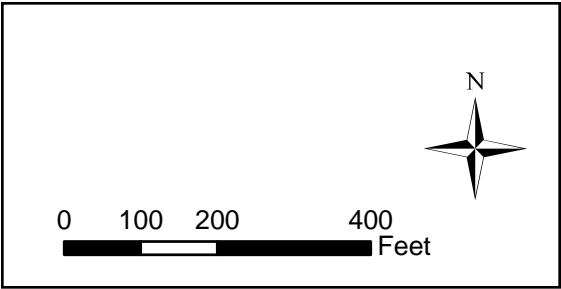
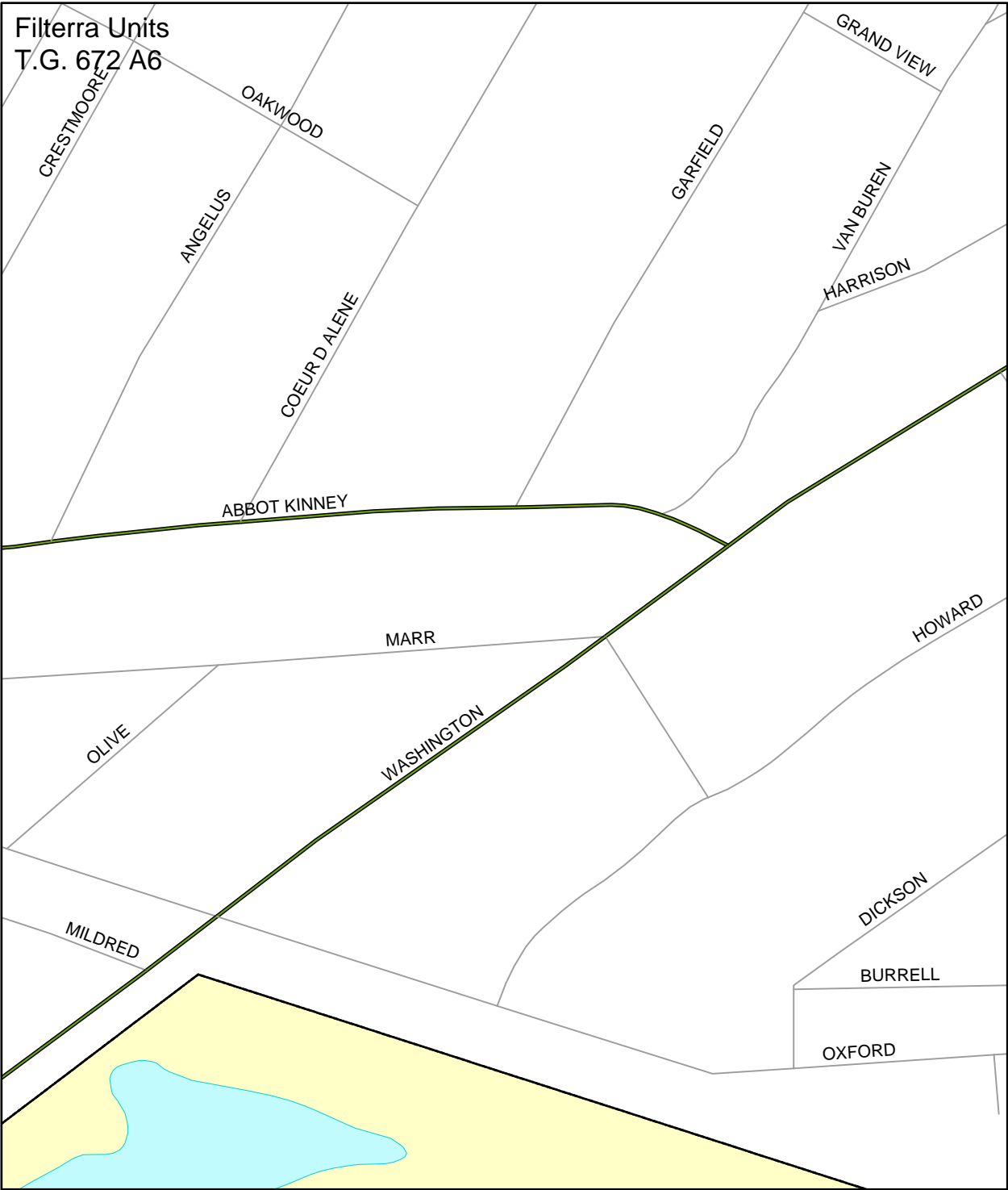
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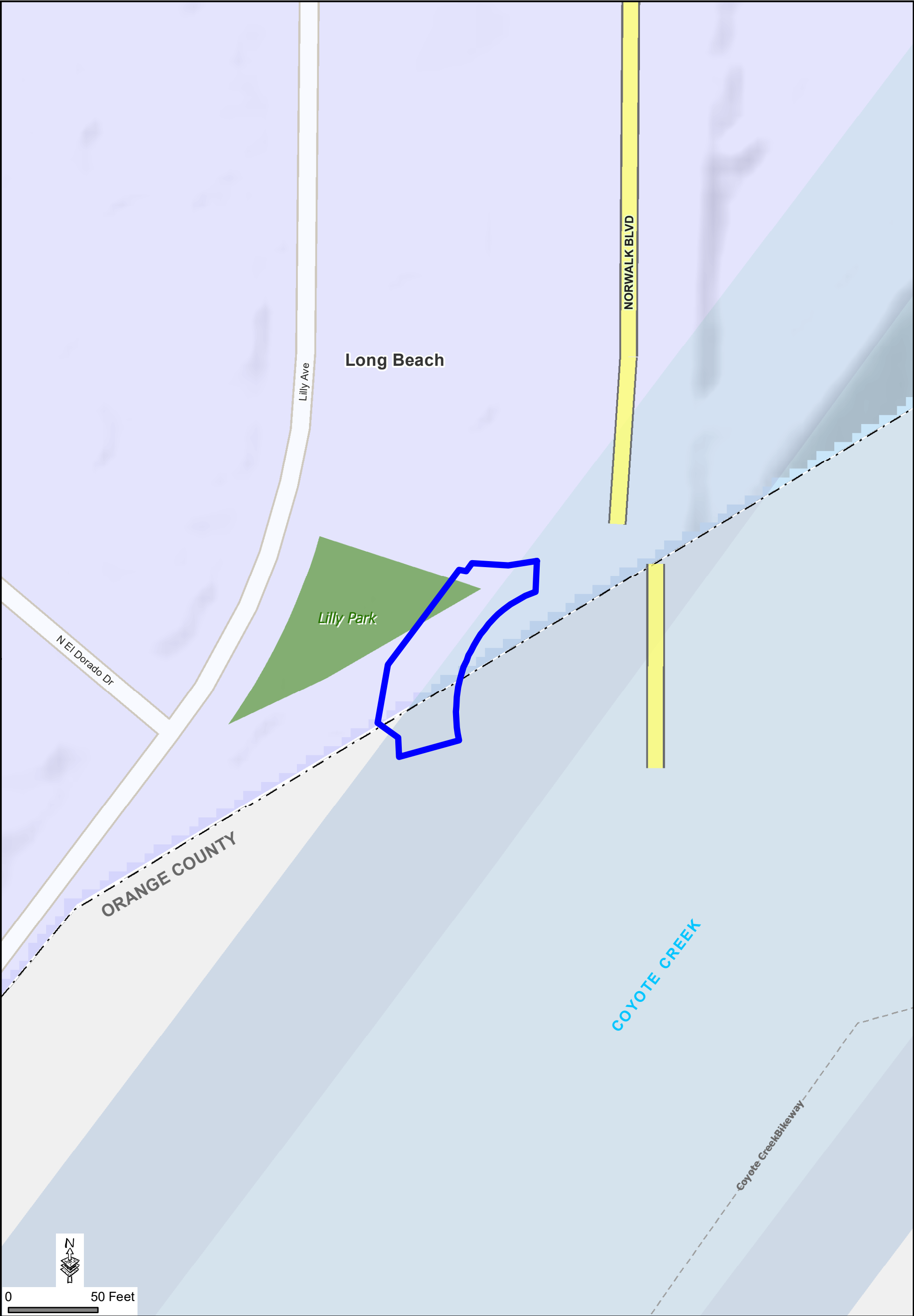


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SOUTH AREA
LANDSCAPE MAINTENANCE CONTRACT





REF: \\pwis\long6-smb\gis\files\ISMP\GIS_Services\MPM\GIS\projects\SMD\Landscape Maintenance Contract - South\Lilly Park.mxd DATE: Jun 9, 2020



Landscape Maintenance Contract
South Area
Coyote Creek - Lilly Park


 Landscaped Area





Landscape Maintenance Contract
South Area
Coyote Creek - Claretta Pump Station



 Landscaped Area

HYDROSEED SPECIFICATIONS

SECTION 806 – EROSION PROTECTION BLANKET

806-1 GENERAL. Erosion protection blanket shall consist of jute matting and hydroseed applied at the locations shown on the Plans.

806-2 SUBMITTALS.

806-2.1 GENERAL. In accordance with 3-8 of Section G, submit the following:

- a) Photos and product information sheet for seed, fertilizer, jute matting, binder, and hydromulch per Plans.

806-3 MATERIALS.

- a) **Seed.** Seed shall be delivered to the Project site tagged and labeled in accordance with the California Agricultural Code.

Seed shall be a quality which has a minimum pure live seed content as shown in the below hydroseed mix for “Coastal Sage Scrub Mix”, see Table 802-1. The hydroseed mixture shall consist of the following:

TABLE 802-1
COASTAL SAGE SCRUB MIX

EXHIBIT I

<u>SPECIES</u>	<u>COMMON NAME</u>	<u>BULK #'s/ACRE</u>	<u>MIN % PLS*</u>
<i>Acmispon americanus</i>	Purshing lotus	2.00	74
<i>Acmispon glaber</i>	Deerweed	6.00	81
<i>Artemisia californica</i>	California sagebrush	2.00	18
<i>Camissoniopsis cheiranthifolia</i>	Beach evening primrose	1.00	86
<i>Collinsia heterophylla</i>	Chinese houses	2.00	83
<i>Encelia californica</i>	Bush sunflower	4.00	21
<i>Eriogonum fasciculatum</i>	California buckwheat	8.00	10
<i>Eschscholzia californica</i>	California poppy	2.00	83
<i>Festuca microstachys</i>	Small fescue	6.00	90
<i>Isocoma menziesii</i>	Coast goldenbush	3.00	10
<i>Lasthenia californica</i>	Dwarf goldfields	1.00	68
<i>Lupinus succulentus</i>	Arroyo lupine	2.00	83
<i>Mimulus aurantiacus puniceus</i>	Mission red monkeyflower	2.00	3
<i>Salvia apiana</i>	White sage	2.00	35
<i>Salvia mellifera</i>	Black sage	2.00	60
<i>Sisyrinchium bellum</i>	Blue-eyed grass	2.00	78
<i>Stipa pulchra</i>	Purple needle grass	<u>4.00</u>	73
		51.00	

* MIN % PLS (Pure Live Seed) = Seed Purity x Germination Rate

Seed: 51 lbs per acre
 Height: 12-54 inches
 Emergence: 10-20 days
 Establishment: 50-70 days to 90% cover after emergence

- b) **Commercial Fertilizer.** Fertilizer shall be controlled release (12-8-8). Fertilizer shall be applied at the rate of 200 pounds per acre.
- c) **Jute Matting.** Jute matting shall be of a uniform, open, plain weave, with single jute yarn not varying in thickness by more than one-half of its normal diameter. Jute matting shall be furnished in rolled strips as follows:
- 1) Length: Approximately 50 to 75 yards
 - 2) Width: 45" to 50"
- d) **Binder.** Binder shall be "Ecology Control M. Binder" or equals. Binder shall be applied at the rate of 150 pounds per acre.

- e) **Hydromulch.** Hydromulch shall consist of long fiber, virgin wood material. Hydromulch shall be applied at the rate of 1,500 pounds per acre.

806-4 INSTALLATION.

- a) **Seedbed Preparation.** The area to be seeded shall have a firm seedbed which has previously been roughened by scarifying, disking, harrowing, chiseling, or otherwise worked to a depth of 2 to 4 inches. No implement shall be used that will create an excessive amount of downward movement of soil or clods on sloping areas. The seedbed may be prepared at the time of completion of earthwork.
- b) **Hydroseeding Mixture.** The hydroseed mixture shall consist of the specified seed, fertilizer, hydromulch, and binder. The hydroseed mixture shall be mixed in a mixer with a minimum 1,500-gallon capacity. The hydroseed mixture shall be uniformly applied under pressure over the area shown on the Plans after installation of the jute mat. Hydroseed mixture requires 24 hours minimum and to be dry before rainfall occurs on the site.
- c) **Fertilizing.** Fertilizer shall be uniformly spread at a rate of 15 pounds per 1,000 square feet of surface.
- d) **Watering.** Water shall be applied in quantities that will thoroughly moisten the soil for a depth of 3 inches but not erode the surface.
- e) **Jute Matting Placement.** Jute matting shall be placed using staples constructed of 12-inch lengths of 8-gauge wire. Placement shall conform to the following requirements:
 - 1) Jute matting shall completely cover the areas shown on the Plans where installation is required.
 - 2) Installation shall use staples made from 12-inch lengths of No. 8 gauge wire.
 - 3) Jute matting shall be installed in accordance with the following:

- i. Construct check slots before the matting is rolled out. A narrow trench shall be dug across the channel perpendicular to the direction of the flow. Fold jute, the same length as the trench, and press together. Locations of check slots shall be a maximum of 50 feet apart.
- ii. Roll in the direction of the flow of water in drainage channels. Smooth and secure in place as shown on the Plans. The material shall be applied without stretching and lie smoothly but loosely on the soil surface. In cases where one roll of matting ends and a second roll starts, the up channel piece shall be brought over the buried end of the second roll so that there is a 12-inch overlap. Where 2 or more widths of matting are applied, side by side, the overlap should be not less than 6 inches. Edges shall be stapled every 8 feet. At critical points, as determined by the Engineer, such as inlets and check slots, staple closer to avoid loose ends.
- iii. Overlaps which run parallel to the direction of the flow in channel bottoms shall be stapled at 2-foot intervals. Outside edges, centers and overlaps on banks shall be stapled across the channel at 6-inch intervals.
- iv. Roll with a smooth roller having a weight of 50 to 75 pounds per foot of drum width.
- v. Any clods, etc. which hold the jute matting off the ground shall be tamped into the soil. Force jute matting down into any depressions and hold there with a staple.
- vi. Spread loose topsoil over outside edges to allow for smooth entry of water.
- vii. Maintain jute matting until the Work has been completed in accordance with 3-13 of SSPWC. Maintenance shall consist of the repair of eroded areas and the repair or

replacement and re-stapling of loose or undermined jute matting, including re-seeding and bedding.

806-5 MAINTENANCE AND PLANT ESTABLISHMENT.

The Contractor shall maintain the erosion protection blanket area for a period of **90 Days** from completion of acceptance of the Work. Watering of the erosion protection blanket area shall be performed a minimum of once per week throughout the maintenance period. Weeding shall be performed as necessary to remove all weeds. Damaged or eroded portions shall be repaired and reseeded as necessary to the satisfaction of the Engineer. The Contractor shall provide at no additional cost supplemental and additional hydroseeding with binder mix to reseed void areas greater than 6 square feet or repetitive voids greater than 2 square feet amounting to more than 10 percent of the hydroseeded area, and to areas that are determined as deficient by the Engineer.