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LOS ANGELES COUNTY

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313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

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February 18, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 February 18, 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT TO LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH CONEJO CREST LANDSCAPE, INC.
(5th DISTRICT)
(3 VOTES)

SUBJECT

Request approval of an Amendment to a Proposition A Agreement with Conejo Crest Landscape, Inc. to add services and increase the County's maximum obligation for the transition of Landscape Maintenance Services from the Department of Health Services existing High Desert Multi-Service Ambulatory Care Center to the new Los Angeles County High Desert Regional Health Center, and delegate authority to execute future amendments to the Agreement to add, delete or modify coverage areas and services, and increase the maximum obligation up to ten percent of the total Agreement sum.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that Landscape Maintenance Services as described herein, may continue to be performed more economically by an independent contractor.

2. Instruct the Chairman of the Board to execute Amendment No. 1, Exhibit I, to Landscape Maintenance Services Agreement No. 77706 with Conejo Crest Landscape, Inc. (Conejo Crest), effective upon Board approval, to add services and increase the County's maximum obligation by $70,927, for a total Agreement sum of $536,606, as the Department of Health Services (DHS)

transitions services from the High Desert Multi-Service Ambulatory Care Center (HD MACC) to the new Los Angeles County High Desert Regional Health Center (HDRHC), whereby Conejo Crest will: i) provide Landscape Maintenance Services at the HDRHC and 5.73 acres of undeveloped County property adjacent to HDRHC, effective March 24, 2014; and ii) provide services at HD MACC at a reduced and lower monthly rate during the period June 1, 2014 through October 31, 2014.

3. Delegate authority to the Director of Health Services (Director), or his designee, to execute future amendments to the Agreement to: add or delete coverage areas at HD MACC and HDRHC, make necessary changes to scope of services, and increase the maximum obligation by an amount not to exceed $53,661, which represents ten percent of the total Agreement sum, subject to prior review and approval by County Counsel and notification to the Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Through Capital Project 77350, the existing HD MACC facility is being replaced with the new HDRHC at a different location approximately seven miles east of the existing site. The recommended actions are required to provide Landscape Maintenance Services at both sites for an overlapping period during the transition to the new site.

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Proposition A (Prop A) be cost-effective and operationally feasible. DHS has made that determination, based on its analysis of tasks added to the scope of work, as well as minor adjustments to staffing and associated costs as described herein.

Approval of the second recommendation will allow the Chair to execute Amendment No. 1 to the Agreement with Conejo Crest to provide Landscape Maintenance Services at three High Desert locations as part of the transition from HD MACC to HDRHC. DHS will need Conejo Crest to begin providing services at HDRHC, as well as at the adjacent 5.73 acres of undeveloped County property by March 24, 2014 to ensure there is no lapse in coverage following the expiration of the Capital Project general contractor's warranty on plant materials and landscape.

The recommended Amendment will also phase out services at HD MACC, beginning June 1, 2014, by reducing the level of services at the facility shortly after DHS is scheduled move into HDRHC in April, 2014. DHS' timeline is approximately three months to vacate the existing HD MACC location, while surplus furniture, equipment and other building contents are relocated to the new facility. During the approximate nine-month transitional period, from March through December 2014, DHS will be responsible for landscape maintenance at both sites. After the existing site is vacated, the CEO will assume responsibility for the existing HD MACC site.

Approval of the third recommendation will allow the Director to amend the Agreement to add or delete coverage areas within the HD MACC and HDRHC coverage area, approve necessary changes to the scope of work and increase the maximum obligation by no more than ten percent of the total Agreement sum, to allow Conejo Crest to perform services including but not limited to unforeseen emergencies caused by acts of God, third party negligence or natural disasters.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

With this Amendment, the maximum Agreement Sum will be increased by $70,927, for the period March 24, 2014 through December 31, 2014, which will be partially offset by the CEO for services purchased on its behalf for the undeveloped 5.73 acres. Should DHS exercise the extension options in the Agreement, approved and authorized by the Board on December 6, 2011, the County's maximum annual obligation will increase from $155,226 to $226,153. Furthermore, if DHS or CEO request increased services due to unanticipated needs for Landscape Maintenance Services, the County's maximum obligation will be increased by no more than $53,661.

Funding for this Amendment is included in the DHS Fiscal Year (FY) 2013 -14 Final Budget and will be requested in future fiscal years' budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Conejo Crest Landscape, Inc. began providing landscape maintenance services at the existing HD MACC location on January 1, 2012. Services include turf maintenance, grooming flower beds, maintaining ground cover, trimming weeds, liter control, and pruning of shrubs and trees.

Construction of HDRHC was completed in mid-December 2013. DHS has taken possession of the facility and will assume responsibility for landscape maintenance services effective March 24, 2014. DHS is scheduled to move into HDRHC in May, 2014.

It has been determined that the provision of services by the Contractor that the recommended Agreement is subject to Prop A guidelines which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. The Contractor is in compliance with the Living Wage Program requirements.

The County may terminate the Agreement for convenience with 30 days prior written notice. County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

The Agreement with Conejo Crest was awarded on December 6, 2011, as a result of a competitive solicitation process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure uninterrupted landscape services are provided at the

HD MACC and HDRHC sites.

Respectfully submitted,

Mitchell H. Katz, M.D.

Director

MHK:rb

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

EXHBIT I

Agreement No. 77706

LANDSCAPE MAINTENANCE SERVICES
AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this 18th day of February, 2014,

By and between COUNTY OF LOS ANGELES (hereafter "County"),

And **Conejo Crest Landscape, Inc.** (hereafter "Contractor")

Business Address:
16435 Hart Street
Van Nuys, CA , 91406

WHEREAS, reference is made to that certain document entitled "LANDSCAPE MAINTENANCE SERVICES AGREEMENT" dated December 6, 2011, and further identified as Agreement No. 77706 (hereafter referred to as "Agreement"); and,

WHEREAS, through Capital Project 77350, the existing High Desert Multi-Service Ambulatory Care Center facility is being replaced with the new Los Angeles County High Desert Regional Health Center at a new site, approximately seven miles east of the existing site; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to expand the statement of work, to increase the Agreement amount by $70,927,not to exceed a total contract cost of $536,606 and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Sub-Paragraph 8.1, Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and become effective upon execution. (The date of execution is reflected on the top of Page 1 of this Amendment.)

77706 Supplement No. 1

2 Agreement, Paragraph 4.0,TERM OF AGREEMENT, is modified to add Subparagraph 4 4 as follows:

"4 4 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

3 Agreement, Paragraph 5.0, AGREEMENT SUM, BILLING AND PAYMENT, Sub-Paragraph 5.1, is deleted in its entirety and replaced as follows:

"5.1 The Agreement Sum shall be the maximum monetary amount payable to Contractor for supplying landscape maintenance services and all other work specified under this Agreement as authorized by County hereunder and shall not exceed Five Hundred Thirty-six Thousand, Six Hundred Six Dollars ($536,606) for term of the Agreement, allocated as follows:

5.1.1 Contractor shall provide services at rates that do not exceed those listed in Exhibits B-1 and B-2, Price Sheets, attached hereto, on billing forms approved by the County. The maximum obligation of County for Contractor's performance of this Agreement shall not exceed $386,218 for the period January 1, 2012 through March 24, 2014.

5.1 2 Contractor shall provide services at rates that do not exceed those listed in Exhibits B-1.1 and B-2.1, Price Sheets, attached hereto, on billing forms approved by the County. The maximum obligation of County for Contractor's performance of this Agreement shall not exceed $150,388 for the period March 24, 2014 through December 31,2014

5.1.3 For services identified in Exhibits B-2 and B-2.1, County reserves the right to perform such unscheduled work, or any work that Contractor is unable or unwilling to perform, itself or assign the work to another Contractor."

4. Agreement, Exhibit A, STATEMENT OF WORK, is deleted in its entirety and replaced by Exhibit A-1, attached hereto and incorporated herein by reference. All references to Exhibit A in the Agreement shall hereafter be replaced by Exhibit A-1.

5. Agreement, Exhibit B-1, PRICING SCHEDULE, is deleted in its entirety and replaced by Exhibit B-1.1, attached hereto and incorporated herein by reference. All references to Exhibit B-1 in the Agreement shall hereafter be replaced by Exhibit B-1.1.

6. Agreement, Exhibit B-2, PRICE SHEET UNSCHEDULED WORK SEASONAL/PERIODIC/OTHER SERVICES, is modified to add Exhibit B-2.1, attached hereto and incorporated herein by reference. All references to Exhibit B-2 in the Agreement shall hereafter include Exhibit B-2.1.

7. Exhibit C, FACILITY SPECIFICATION SHEET, is deleted in its entirety and replaced by Exhibit C-1, attached hereto and incorporated herein by reference All references to Exhibit C in the Agreement shall hereafter be replaced by Exhibit C-1.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: Don Knabe
Chairman of the Board

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Carla Little, Deputy
FEB 18 2014

CONTRACTOR

Conejo Crest Landscape, Inc.

By: [signature]
Signature

DAVID MELITO
Printed Name

OPERATIONS MANAGER
Title

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Carla Little
Deputy FEB 18 2014

77706 Supplement No. 1

APPROVED AS TO FORM:

John Krattli
County Counsel

By [signature] 1/22/2014
Allison Morse
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 FEB 18 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A-1

STATEMENT OF WORK

HIGH DESERT HEALTH SYSTEM

LANDSCAPE MAINTENANCE SERVICES

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EXHIBIT A-1

LANDSCAPE MAINTENANCE SERVICES
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Contractor shall provide all landscape services the service dates specified and at the frequencies specified in the Facility Specification Sheets, Exhibit C-1.

1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of all work under this Agreement.

1.3 The landscape area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional manner using quality-equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

1.4 All Contractor's employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All Contractor's employees must wear safety and protective gear according to OSHA standards.

1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.

1.6 The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 County reserves the right to add/delete Facilities, specific tasks and or work hours.

2.2 All changes must be made in accordance with sub-paragraph 8.1, Amendments, of this Agreement.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the Facility Project Manager for review. The plan shall include, but may not be limited to the following:

3.1 A method of monitoring to ensure that Agreement requirements are being met;

3.2 A method of maintaining records of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

Any records maintained by the Contractor shall be made available to the County upon request as defined in sub-paragraph 8.43, Record Retention and Inspection/Audit and Settlement of this Agreement.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in sub-paragraph 8.18, County's Quality Assurance Plan, of this Agreement.

4.1 **Monthly Meetings**
Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

4.2 **Contract Discrepancy Report** - **Attachment 1**

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The Facility Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Manager within five (5) workdays with a plan for correction of all deficiencies identified in the Contract Discrepancy Report.

4.3 **County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

In addition to the definitions contained in paragraph 2.0 - Definitions, of this Agreement, following are definitions of terms that are used in this SOW.

5.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

5.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

5.3 **Drip line**: The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.

5.4 **Edging**: A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.

5.5 **Girdling**: The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.

5.6 **Pruning:** The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

<u>Types of Pruning</u>:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts and suckers; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

5.7 **Staking:** The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.

5.8 **Crowning**: A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.

Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.

Crown raising: The removal of the lower branches of a tree to provide clearance.

5.9 **Thinning**: The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

5.10 **Vertical Mowing**: Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turf grasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth

periods. Verticutting should not be done when temperatures are forecasted to be over 85' F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

5.11 **Decomposed Granite Walkways:** Decomposed granite (DG) walkways are a compacted material that is used for walkways, borders in planted areas, and surface coverage in portions of courtyards and other outside areas. Routine maintenance responsibilities in DG areas will include weed control, maintaining a level service, and repairing any damage due to weather or irrigation. In addition, twice each year, contractor will be responsible for replenishing all DG areas. With prior authorization from the facility project manager, the cost of the DG material will reimbursed by the County.

5.12 **Pre-Emergent Chemical Applications:** Pre-emergent chemical applications are the spray application of certain chemicals to control the emergence of weeds in planted areas. Pre-emergent chemical applications will be applied as-needed and optimal timing, pre-emergent chemical applications will be determined by Contractor.

5.13 **Mulch Replenishment**: Throughout the site, planted areas are covered with a three to four inch layer of bark mulch. Over time, mulch will require replenishment due to decomposition and loss of material due to wind or heavy rain. Annually, contractor will be responsible for replenishing mulched areas, as needed. With prior authorization from the facility project manager, the cost of the mulch will reimbursed by the County.

5.14 **Green Screen:** Green screens are heavy duty wire fencing that is used to support vines or other plant growth. They are used in two applications at the site. In certain areas, such as perimeter walls and the wall around the Therapy garden, green screens inserted at regular intervals in the concrete walls. In other areas, such as the Conference Center courtyard, green screens are used to form a continuous fence. The green screen areas have been plated with vines that are intended to grow on the screens and spread onto the walls

5.15 **Planted Bed Areas:** Planted beds are located throughout the site including around the buildings, on the site perimeter, and on the border of parking areas. These areas consist of a variety of plants, bark mulch, DG borders, and irrigation. Maintenance responsibilities for planted areas include weed control, trimming and pruning, fertilizing, litter control, repairing damage to DG or mulch from weather or foot traffic, and maintaining the irrigation system.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Furnished Items

6.1.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance of this facility. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by this Agreement.

6.1.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.2 Project Manager

6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.2.2 Project Manager shall act as a central point of contact with the County.

6.2.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.

6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.2.5 Emergency service response time is expected within two (2) hours of notification by the Facility Project Manager or designee, on any day, at any time.

6.3 Personnel

6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.3.2 Contractor shall provide a thoroughly trained Supervisor for the facility.

6.3.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Facility Project Manager during all hours of shift coverage.

6.3.4 Contractor shall inform their employees that smoking is prohibited in all County facilities, except in the designated areas as approved by the Facility Project Manager.

6.3.5 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

6.4 Materials and Equipment

6.4.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.4.2 County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damage by the Contractor.

6.4.3 Complete piping replacement of the irrigation system is not required of Contractor. However, the Contractor is responsible for the repair and replacement of leaking main and lateral irrigation lines.

6.4.4 The Facility has areas that do not have an automatic irrigation system. These areas will be outlined to the Contractor and must be manually watered.

6.5 Training

6.5.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.6 **Contractor's Office**

6.6.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Performance Requirements Summary (PRS), Attachment 2.

6.6.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the Facility Project Manager or designee at all reasonable times.

7.0 HOURS/DAYS OF WORK

Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, except for County observed Holidays. The Facility Project Manager will provide the Contractor a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a work schedule for the facility to the Facility Project Manager within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance with the Unscheduled-Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2 and Exhibit B-2.1.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Facility Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS - ROUTINE SERVICE

The following are specific routine tasks Contractor shall perform during the Agreement term. For the service period of frequency with which Contractor shall perform such services, refer to Exhibits C-1.

9.1 MECHANICAL OPERATIONS

9.1.1 HAZARD REDUCTION PRUNING (HRP)

a. The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.

b. HRP shall be completed to maintain a nine (9) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.

c. Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

d. Pruning shall be completed as specified in sub-paragraph 10.8, Tree Pruning.

e. HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

9.1.2 MOWING

a. Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

b. Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

c. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

d. Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.

e. Mowing operation shall be scheduled Monday through Friday unless revised by the Facility Project Manager.

f. All grass clippings shall be mulched and placed into the soil.

g. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.

h. Mowing of turf at the facility shall be completed in one operation.

Mowing Site Inspection and Reporting

Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers, glass bottles shall not be driven over and broken, and excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately responded to by the Contractor.

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

9.1.3 EDGING

a. Contractor shall maintain all groundcover areas contiguous to turf areas to eliminate all grass invasions.

b. All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

c. All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around

tree bases, shall be edged to a neat and uniform line at all times.

d. All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

e. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

Clearance
Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals, manual or mechanical devices.

Mechanical Edging
Mechanical edging shall be completed as one (1) operation in a manner that ensures a well-defined edge. All walkways shall be edged with a power blade edger.

9.1.4 HEDGE TRIMMING

a. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.

b. Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.

c. Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.

d. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.

e. All limbs one and one-half inches (1 1/2) or greater in diameter shall be undercut to prevent splitting.

f. Remove all dead diseased and unsightly shrubs and branches.

g. Remove all clippings the same day that plant materials are pruned or trimmed.

9.1.5 PRUNING PLANTS AND SHRUBS

Pruning of plants and shrubs will be performed as needed to remove dead plant material, shape and form plants where appropriate, promote healthy plant growth, prevent the spread of plants onto walkways and prevent plants from becoming overgrown.

9.1.6 MAINTENANCE OF GREEN SCREEN

Maintenance responsibilities for the green screens will include training the vines, and attaching or securing the vines or plants onto the screens and walls to promote coverage.

9.2 MANUAL OPERATIONS

9.2.1 CHEMICALS

a. All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural' Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.

b. Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage 'to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.

c. Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator's license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be

used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:
Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:
All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to the Facility Project Manager five (5) days prior to intended chemical usage.

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

Chemical Application:
Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made. After complete kill, all dead weeds shall be removed from areas.

Chemical Application Notification:
Contractor shall give the Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

Cultivate beds to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

Plant Bed Areas
No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

NOTE: The irrigation valves are shut down from November through March due to freezing weather conditions. Irrigation services need to be provided daily for the first few days of startup and weekly as needed once all the systems are up and running.

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

a. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.

b. In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

c. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

d. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves. Adequate soil moisture will be determined by, but not be limited to:

- Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.

- Using a soil probe to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

- Controlling the Irrigation system in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf.

"In lawn" trees and other planting shall be protected from over-watering and run-off drowning.

- Immediately watering "New turf' after mowing (up through the sixth mowing). Well established turf shall not be watered for at least four (4) hours after mowing.

- Watering all groundcover areas as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.

- Complying with applicable water restriction regulations and directives.

9.2.7 IRRIGATION SYSTEM MAINTENANCE

a. Contractor and Facility Project Manager or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.

b. After inspection with County staff, Contractor will be responsible for the Irrigation system, including lateral lines. Contractor will maintain a comprehensive monthly system operability check that will identify malfunctions and needs for repair. County is responsible for the main lines and back flow.

c. Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, "0" rings, wring and nozzles, at no cost to the County.

In addition to repair and replacement, Contractor must:

- Adjust valves and sprinkler heads.

- Replace all risers and swing joints to the lateral lines.

- Replace button type turf and shrub heads.

- Replace all missing covers to valve boxes.

- Provide caps and plugs

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility Project Manager or designee. During the testing, Contractor shall:

- Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)

- Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.

- Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.

- Check the Facility for irrigation system malfunctions, damage, obstructions, and hazards created by the system. Immediately report such findings to the Facility Project Manager along with corrective action taken. Provide the Facility Project Manager with a monthly comprehensive system operability check that

identifies malfunctions, timely corrective action taken, and needs for repair.

- Inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.

- Repair/replace malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by the Facility Project Manager prior to installation.

- Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

- Replace irrigation system with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.

- Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Facility Project Manager.

If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as provided in Paragraph 10, Unscheduled Work Seasonal/Periodic Services.

9.2.8 <u>LITTER CONTROL</u>

a. Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not

limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.

b. Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

c. Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

d. Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate "no blowers".

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator's license, and pre-approved by the Facility Project Manager.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

a. Contractor shall apply Pre-emergent chemicals to control the emergence of weeds in planted areas.

b. Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.

c. Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

d. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

e. Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

9.2.13 STAKING AND TYING OF TREES AND VINES

a. Staking and Tying:
   - Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.
   - Stake in those cases where tree has been damaged and requires staking for support.
   - Stake new trees or recently planted trees which have not previously been staked.

b. Materials:
   - Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.

c. Criteria For Staking and Tying:

- Guy wires where required and plant ties will be of pliable, zinc- coated ten (10) gauge wire (two (2) ties per tree).
- Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
- Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

9.3.1 Shrub Damage

Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

9.3.2 Chemical Damage

All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

9.3.3 Tree Damage

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Manager. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise

notified in writing by the Facility Project Manager or designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by the Facility Project Manager or designee.

9.4 PLANT MATERIALS

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

9.4.1 Nomenclature

Plant names used in the landscape plan are to conform to the "Standardized Plant Name List" by the American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

9.4.2 Quality

Plants shall be sound, healthy, vigorous, and free from plant disease, insect pest or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the "Standardized Plant Name List", it shall be understood that these plant materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

9.4.3 Shape and Form

Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the "Standardized Plant Name List".

All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Facility Project Manager.

10.0 UNSCHEDULED WORK-SEASONAL/PERIODIC SERVICES

The Facility Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the Facility Project Manager or designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the Facility Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to the Facility Project Manager within five (5) working days after completion of the work.

All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.1 INTENTIONALLY OMITTED

10.2 DISEASE/INSECT CONTROL

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

10.2.1 Disease

Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.

10.2.2 Insect

Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.3 **FERTILIZATION (Per Application)**

Upon County's written approval for fertilization services, Contractor shall:

10.3.1 Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.

10.3.2 Apply fertilizer within the tree drip line to provide healthy color. Fertilizer should be organic and granular in form without trace elements.

10.3.3 Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.

10.3.4 Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

10.3.5 Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

10.3.6 Mulch Replenishment
Contractor will be responsible for replenishing mulched areas, as needed. A mulch material similar to the initial installation will be used for all replenishment. With prior authorization from the facility project manager, the cost of the mulch will reimbursed by the County.

10.4 TURF RENOVATION

Upon County's written approval for turf renovation services, Contractor shall:

10.4.1 Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.

10.4.2 Overseed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.

10.4.3 Spread mulch evenly over the entire area to a uniform depth.

10.5 VERTICAL MOWING

Upon County's written approval for vertical mowing services, Contractor shall:

10.5.1 Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

10.5.2 Avoid unnecessary or excessive injury to turf grass.

10.5.3 Sweep or rake dislodged thatch from turf areas and remove from facility site.

10.5.4 Use standard renovating or vertical mowing equipment.

10.6 TURF RESEEDING/RESTORATION OF BARE AREAS

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was

not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

10.6.1 Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

10.6.2 Overseed all damaged vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

10.6.3 Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

10.7 TREE MAINTENANCE

It is the County's intent to ensure that all trees are pruned and/or thinned at the Facility once every three years through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed every three years. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The work schedule shall include the time frames by day of the week, morning, and afternoon. The action plan shall be submitted 90 days prior to the proposed scheduled start date. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

10.7.1 Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in sub-paragraph 10.8, Tree Pruning.

10.7.2 Prune and/or thin all trees at Facility once every three years, unless otherwise approved by the Facility Project Manager or designee.

10.7.3 Use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance.

10.7.4 Use a skilled and experienced Tree Trimmer to perform the various tree maintenance services described herein.

10.7.5 Ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during an agreement year, the Facility Project Manager may take that recommendation into consideration. However, if the Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

10.8 TREE PRUNING

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking. All trees shall be trimmed to prevent encroachment on private property.

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

10.8.1 Pruning Procedures

Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground

using a method which prevents damage to the remaining limbs.

b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.

c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

10.8.2 Pruning Criteria:

The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

a. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

b. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty-four (24) inch spacing.

c. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

d. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

e. All suckers and sprouts shall be cut flush with the trunk or limb.

f. No stubs will be permitted.

g. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

h. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.

i. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.

j. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.

k. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.

l. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.

m. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

10.8.3 Scheduled Pruning

a. Pruning shall be scheduled and performed annually during the Fall (October through December) of each agreement year.

b. Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Project Manager.

c. Rescheduling is at the discretion of the Facility Project Manager or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

10.9 UNSCHEDULED OTHER WORK

UNSCHEDULED WORK

10.9.1 The Facility Project Manager or designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from paragraphs 10.1.0 through 10.1.5, Unscheduled Work - Seasonal/Periodic Services, exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such

as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

10.9.2 Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Project Manager.

10.9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the Facility Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to the Facility Project Manager within five (5) working days after completion of the work.

10.9.4 All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

10.9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

11.1 All listings of services used in the Performance Requirements Summary (PRS), Attachment 2, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and this PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

11.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Agreement, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); the service to

be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

LANDSCAPE MAINTENCE SERVICES
PRICING SCHEDULE
CONEJO CREST LANDSCAPE MAINTENANCE

AGREEMENT NO. 77706

FACILITY LOCATION	BILLING ADDRESS (Submit Invoices)	DATES OF SERVICE	MONTHLY PRICE
HIGH DESERT MULTI-SERVICE AMBULATORY CARE CENTER	High Desert Multi-Service Ambulatory Care Center Accounting Office, Room 24 44900 N. 60TH Street West, Lancaster, CA 93536	January 1,2012 through May 31, 2014	8,577.00
HIGH DESERT MULTI-SERVICE AMBULATORY CARE CENTER (reduced service level)	High Desert Multi-Service Ambulatory Care Center Accounting Office, Room 24 44900 N. 60TH Street West, Lancaster, CA 93536	June 1, 2014 through October 31, 2014	4,288.00
LOS ANGELES COUNTY HIGH DESERT REGIONAL HEALTH CENTER (HDRHC)	LOS ANGELES COUNTY HIGH DESERT REGIONAL HEALTH CENTER 335 EAST AVENUE "I" LANCASTER, CA 93536	March 24, 2014 through December 31 ,2014	11,172.00
LOS ANGELES COUNTY HIGH DESERT REGIONAL HEALTH CENTER (HDRHC) Undeveloped 5.73 Acres	LOS ANGELES COUNTY HIGH DESERT REGIONAL HEALTH CENTER 335 EAST AVENUE "I" LANCASTER, CA 93536	March 24, 2014 through December 31 ,2014	682.00

** Contractor shall provide all landscape services under the frequency specificied in the Statemement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Specification Sheet in SOW, Exhibit C. The monthly cost shall be all inclusive and include but not limited to all administrative costs, labor, supervision , materials, transportation, taxes, equipment,suppliesand dumping fees.

PRICE SHEET

UNSCHEDULED WORK-SEASONAL/PERIODIC/OTHER SERVICES

Facility	Los Angeles County High Desert Health Regional Health Center
Address	335 East Avenue I, Lancaster, California 93535
Hours of Operation	Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.

SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK	Staff Hours Per Frequency	Estimated Frequency	Total Cost of Supplies Per Frequency	Total Maximum Frequency Cost	Total Estimated Cost per Agreement Year	Cost during Agreement Term
Mulch Replenishment	53	1x per year	$4,961.00	$6,233.00	$6,233.00	$6,233.00
Disease/Insect Control (SOW, Paragraph 10.2)	16	3 x per year	$2,940.00	$1,620.00	$4,860.00	$4,860.00
Fertilization (SOW, Paragraph 10.3)	34	4 x per year	$3,190.00	$4,006.00	$16,024.00	$16,024.00
Pre-emergent Chemical Application	16	1 x per year	$3,475.00	$4,195.00	$4,195.00	$4,195.00
Decomposed Granite Replenishment	65	1 x per year	$1,508.00	$3,068.00	$3,068.00	$3,068.00
Tree Maintenance and Pruning	224	2 x per year	$3,544.00	$8,920.00	$17,840.00	17,840.00
				ANNUAL TOTAL	**$52,220.00**	

* All trees at the Facility shall be pruned 1st time in 2014.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$45.00 per hour
Irrigation Specialist	$65.00 per hour
Landscape Maintenance Laborer	$24.00 per hour

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
TECHNICAL EXHIBITS

FACILITY SPECIFICATION SHEET

Service Date: January 1, 2012 through May 31, 2014

Facility	High Desert Health System Multi-Service Ambulatory Care Center (HD MACC)				
Address	44900 N. 60th Street West, Lancaster, California 93536				
Hours of Operation	Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.				
# of Trees (Approximate Number)	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
345	Y (200)	Y (100)	20	Y	Y

Reference	**Routine Landscape Maintenance**	**Frequency**
9.1.1	Hazard Reduction Pruning (HRP)	As needed
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.1	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2.1	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Weekly, as needed
- Irrigation valves are shut down from November through March due to freezing weather conditions. - Irrigation services need to be provided daily for the first few days of startup and weekly as needed once all the systems are up and running.		
9.2.8	Litter Control	Once daily by 7:30 am, M-F.
9.2.9	Raking	Each service interval
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2.13	Staking and Tying	As needed
Reference	**Unscheduled Work – Seasonal/Periodic Services**	**Frequency**
10.1	Aerification	Once a year
10.2	Disease/Infect Control	As needed
10.3	Fertilization	Three times per year
10.4	Turf Renovation	Once a year
10.5	Vertical Mowing	Once a year
10.6	Turf Reseeding/Restoration of Bare Areas	Once a year
10.7	Tree Maintenance	All trees – once every 3 years
Reference	**Unscheduled Work – Seasonal/Periodic Services**	**Frequency**
10.8	Tree Pruning	All trees – once every 3 years
11.0	Unscheduled Other Work	As requested

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
TECHNICAL EXHIBITS

FACILITY SPECIFICATION SHEET

Service Date: June 1, 2014 through October 31, 2014

Reduced Level of Services

Facility	High Desert Health System Multi-Service Ambulatory Care Center (HD MACC)				
Address	44900 N. 60th Street West, Lancaster, California 93536				
Hours of Operation	Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.				
# of Trees (Approximate Number)	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
345	Y (200)	Y (100)	20	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.1	Hazard Reduction Pruning (HRP)	As needed
9.1.2	Mowing	As needed
9.1.3	Edging	Once a month
9.1.4	Hedge Trimming	Once a month
9.2.1	Chemical turf detailing around trees, turf boundaries and various irrigation components	As needed
9.2.1	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once every 3 months
9.2.2	Cultivation	Once a month
9.2.3	Flower Beds	Once a month
9.2.4	Ground Cover	Once a month
9.2.7	Irrigation System Maintenance	Weekly, as needed
- Irrigation valves are shut down from November through March due to freezing weather conditions. - Irrigation services need to be provided daily for the first few days of startup and weekly as needed once all the systems are up and running.		
9.2.8	Litter Control	Twice per week after move to new facility
9.2.9	Raking	Each service interval
9.2.10	Rodent Control	As needed
9.2.11	Trash Bins	Daily
9.2.12	Weed Control	Once each month
9.2.13	Staking and Tying	As needed

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
TECHNICAL EXHIBITS

FACILITY SPECIFICATION SHEET

Service Date: March 24, 2014 through December 31, 2014

Facility	Los Angeles County High Desert Regional Health Center				
Address	335 East Ave. I Lancaster California 93535				
Hours of Operation	Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.				
# of Trees (Approximate Number)	Planters Y/N	Hedges Y/N	# Plants	Grass Y/N	Irrigation System Y/N
403	6	N	23,500	N	Y
Reference	**Routine Landscape Maintenance**				**Frequency**
9.1.1	Hazard Reduction Pruning (HRP)				As needed
9.1.2	Decomposed Granite Walkways				Weekly or as needed
9.1.5	Pruning Plant and Shrub				As needed
9.1.6	Maintenance of Green Screen				As needed
9.2.1	Chemical detailing around trees, boundaries and various irrigation components				As needed
9.2.1 (continued)	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas and decomposed granite				Or as needed
9.2.3.1	Planted Bed areas				Twice a month, as needed
9.2.5	Hazardous Materials				January -December
9.2.7	Irrigation System Maintenance				Weekly, as needed
9.2.8	Litter Control				**Once daily by 7:30 am, M-F**
9.2.9	Raking and leaf control				Each service interval and as needed
9.2.10	Rodent Control				As needed
9.2.11	Trash Bins				Daily
9.2.12	Weed Control				Once each month
9.2.13	Staking and Tying of Trees and Vines				As needed
9.5	Granite and Decomposed Walkways				As needed

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
TECHNICAL EXHIBITS

FACILITY SPECIFICATION SHEET

County Undeveloped 5.73 Acres

Service Date: March 24, 2014 through December 31, 2014

Facility	Los Angeles County High Desert Regional Health Center
Address	335 East Avenue I, Lancaster, CA 93536
Hours of Operation	Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.

Monthly Maintenance of County-owned vacant, undeveloped 5.73 Acres Site Adjacent to the Los Angeles County High Desert Regional Health Center		
Reference	**Routine Landscape Maintenance**	**Frequency**
9.2.11	Trash and litter pick-up.	Twice a month.
9.2.12	Weed control.	Monthly