



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**

October 23, 2003

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

Dear Supervisors:

**LANDSCAPE MAINTENANCE FOR THE RIO HONDO
AND SAN GABRIEL COASTAL SPREADING GROUNDS
SUPERVISORIAL DISTRICT 1
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for "Landscape Maintenance for the Rio Hondo and San Gabriel Coastal Spreading Grounds" to United Pacific Services, Inc., located in La Habra, California, effective upon Board approval, for a period of one year, with two 1-year renewal options, not to exceed a total contract period of three years.
3. Delegate authority to the Director of Public Works to execute the contract and to renew the contract for each one-year option, if, in the opinion of the Director, renewal is warranted, or, if necessary, to terminate the contract.
4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

5. Authorize Public Works to encumber an annual amount not to exceed \$156,539, plus 15 percent for additional, unforeseen landscaping maintenance needs within the scope of this contract that may arise during the contract period. This amount represents the cost of these services based on the annual price submitted by the contractor. Funds are available in the 2003-04 Flood Fund budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award a contract to provide landscape and grounds maintenance services to the Rio Hondo and San Gabriel coastal spreading grounds, located in Montebello and Pico Rivera, respectively. The work to be accomplished under these specifications includes, but is not limited to trimming and pruning of ground cover, shrubs, and trees; routine application of fertilizers, insecticides, and herbicides; weeding; raking; sweeping; removal of litter; watering and irrigation management, irrigation inspection, maintenance and repair, etc. The Director may authorize the performance of additional work, including but not limited to repairs, replacements, landscape refurbishment, irrigation, service to additional facilities within the County, new tasks, and frequent service at agreed upon unit prices not exceeding those set forth in the contract.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children and Families' Well-Being. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely and responsive manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$156,539, plus 15 percent for additional, unforeseen landscaping maintenance needs within the scope of this contract that may arise during the contract period. These additional funds will not be expended without the Director's authorization. Should additional work be required that exceeds the amount authorized, approval of additional funds will be sought. This one-year contract will commence upon Board approval. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any

time by the Director, without cause, upon giving of at least 30 days' written notice to the contractor.

Funds for the first year of this contract are available in the 2003-04 Flood Fund budget. Funds to finance the contract's renewal years will be made available through Public Works' annual budget process. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this agreement which will be substantially reflected in Enclosure A, the contractor will execute and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for a service required on an as-needed and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

This work is categorically exempt from the CEQA as specified in Class 1(j) and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On July 30, 2003, Public Works solicited proposals from 496 independent contractors and community business organizations to accomplish this work. Also, a notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On August 25, 2003, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these mandatory requirements, the proposals were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP which included the proposal price, equipment, work experience, and work plan. Based on this evaluation, Public Works is recommending that this contract be awarded to United Pacific Services, Inc., located in La Habra, California, who was found to be the most responsible and lowest-cost proposer to perform these services.

Enclosure C reflects the minority participation of the proposers. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principle Owner Information Form in compliance with the Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which reflects that activities conducted by this contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
October 23, 2003
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CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

BG

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Enc. 3

cc: Chief Administrative Office
County Counsel

S A M P L E A G R E E M E N T

This AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," acting as the governing body of the Los Angeles County Flood Control District, and UNITED PACIFIC SERVICES, INC., hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on August 25, 2003, hereby agrees to provide landscape maintenance services for the Rio Hondo and San Gabriel Coastal spreading grounds located in Montebello and Pico Rivera, respectively, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Landscape Maintenance for the Rio Hondo and San Gabriel Coastal Spreading Grounds."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of the Contract, all attached hereto; the addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$156,539 or such greater sum as the Board may approve, together known as the Maximum Contract Sum.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's Proposal conflict with the County's Specifications, Requirements, Terms and Conditions, herein, the County's Specifications, Requirements, Terms and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract's Specifications and Terms and Conditions to meet the County's requirements.

SIXTH: 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.

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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 Director of Public Works, and the Contractor has subscribed its name by and through, its duly authorized officers, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES, ACTING
AS THE GOVERNING BODY OF THE
LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

UNITED PACIFIC SERVICES, INC.

By _____
Its President

By _____
Its Secretary

**LANDSCAPE MAINTENANCE FOR
THE RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS**

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PART I
SPECIFICATIONS AND CONDITIONS OF REQUEST FOR PROPOSALS FOR
LANDSCAPE MAINTENANCE FOR THE
RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS

SECTION 1

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Persons who wish to contract with the County may respond to this Request for Proposals (RFP) by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

The work to be accomplished under these Specifications is to provide landscape maintenance services at the Rio Hondo and San Gabriel Coastal Spreading Grounds. Interested and qualified landscape maintenance contractors who have successfully demonstrated their ability to provide these services are invited to submit proposals.

The work to be accomplished under these Specifications shall include furnishing of all labor, materials, equipment, and supervision required to perform the landscaping services at the Rio Hondo and San Gabriel Coastal Spreading Grounds. The costs of all work to be performed under each heading is to be included in the bid price for each corresponding bid item.

B. Proposal Format Requirements

Proposals shall be presented in the sequence, with the content, and in the format stated below. Failure to provide the required information or comply with these guidelines may be a basis for rejection of the Proposal:

1. Title page which indicates the Proposer's name, project title, and date of submittal.
2. Comprehensive Table of Contents for material included in the Proposal.
3. Introductory letter (optional).
4. A comprehensive description of the Proposer's capabilities, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and

assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Proposer measures up to the evaluation criteria (see Part I, Section 3.G, Evaluation Criteria):

- Background;
 - Organization;
 - Experience (submit resumes of the firm, principals, supervisors, other key staff and subcontractors)
5. Work Plan which describes the procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

6. Subcontractors

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to contractors in general. If subcontractors are to be employed, you must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- Contractor's Industrial Safety Record;
 - Certificate Conflict of Interest;
 - Proposer's/Offeror's EEO Certification;
 - GAIN/GROW Employment Commitment Form;
 - Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
 - Principal Owner Information Form;
 - Child Support Compliance Program Certification; and
 - Employee Jury Service Program Application for Exception and Certification Form.
7. Provide copies of the company's financial statements prepared by a certified public accountant for the last three full fiscal years. Statements should include the company's assets, liabilities and net worth. At a

minimum, statements must include a balance sheet (statement of financial position), income statement (statement of operations), and retained earnings statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part II, Section 2.0, Disclosure of Contents of Proposals.

8. Submit copies of the Proposer's, employees', and subcontractors' licenses and certifications required to perform the work, if any.
9. Submit proof of current, valid insurance coverage that meets the requirements of the RFP or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the Contract.
10. Additional data not specifically requested for evaluation, which the Proposer feels are essential, must appear in the last section of the Proposal and be labeled "Additional Information." If there is no additional data the Proposer wishes to present, this section will consist of the statement: "There is no additional data we wish to present."
11. Forms List

Complete and submit the following forms, which are included in the RFP package:

- Schedule of Prices (Part I, Section 6);
- Affidavit for Proposal (submit applicable form only);
- Bidder's Proposal;
- Contractor's Industrial Safety Record;
- Certificate Conflict of Interest;
- Proposer's Reference List (must identify all contracts under which the Proposer has provided services to public entities in the State within the last three years and include a contact person and phone number for each public entity);
- Proposer's/Offeror's EEO Certification;
- List of Subcontractors;
- Request for Local Small Business Enterprise Preference Program Consideration and CBE Firm/Organization Information Form;
- GAIN/GROW Employment Commitment Form;

- Principal Owner Information Form (to be submitted directly to Child Support Services Department);
- Child Support Compliance Program Certification;
- County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form.

C. Proposal Submission

1. Proposals shall be submitted with four complete copies (one original and three copies) of the Proposal and any related information. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.
2. Submit Proposals to the County of Los Angeles Department of Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies this Proposal and Proposer. All Proposals will be officially received by Public Works only when accepted and time stamped by the Lobby Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Lobby Cashier. Proposals not delivered to the Lobby Cashier may be delayed in being officially time stamped by the Lobby Cashier and may miss the Proposal submission deadline. All Proposals received at Public Works' Mail Center through the United States Postal Service will be forwarded to the Lobby Cashier as quickly as possible. The Mail Center will not time stamp proposals. Public Works will not be responsible for any delays or missed deadlines for proposals not delivered directly to the Lobby Cashier.

D. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs 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 Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

E. Child Support Compliance Program

Submit certification in accordance with the provisions of Section 2.200.060 of the County Code that: (1) the Principal Owner Information Form (see Item 10 above) has been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners; (2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (attached). Failure by the Proposer to provide the Principal Owner Information Form to the Child Support Services Department will be grounds for a finding by the County that the Proposal is nonresponsive.

F. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program," Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Section 3.V, Jury Service Program. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.

3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have:
1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (see Item 10 above) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of "contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

G. Local Small Business Enterprise Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so using the attachment entitled Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form. (See Forms List, Section 1.C.15 above.) A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in

Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at www.pd.dgs.ca.gov/smbus/default.

H. Vendor Registration.

Proposers must register on line with the County's Web based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

SECTION 2

SCOPE OF WORK

A. 1. Site Inspection

All Proposers are invited to contact Ed Teran at (562) 861-0316 to arrange a visit to physically inspect the job sites where the proposed landscaping services are to be performed at the Rio Hondo Spreading Grounds, 353 South Van Norman Road, Montebello 90640 and the San Gabriel Spreading Grounds, 9618 East Whittier Boulevard., Pico Rivera 90660. No questions concerning these Specifications, Terms, Requirements, and Conditions will be answered at these inspections. Public Works will not provide any formal tour of these job sites.

2. Proposers' Conference

Prior to submission of Proposal, all proposers are required to attend a Proposers' Conference to be held at Public Works' Headquarters, Conference Room B, 900 South Fremont Avenue, Alhambra, California 91803, on **Monday, August 11, 2003, at 2 p.m. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE.** Proposals received from Proposers not signed in as attending this Conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

B. Background and Facility Location

Landscaping and ground maintenance services are to be provided at two separate Spreading Grounds within the County. Public Works reserves the right to add, modify, or delete acres or other units of landscaping at the spreading grounds before or after the Contract is awarded. The locations are as follows:

1. Rio Hondo Coastal Spreading Grounds

Exhibit B1a and Exhibit B1b shows the current extent of landscaping and ground maintenance services at Rio Hondo Spreading Grounds, 353 South Van Norman Road, Montebello 90640. The total estimated acres of grounds to be maintained is 45 which includes landscaped planted areas with irrigation lines and drip systems, landscaped planted areas with no

irrigation system, and hard scape which includes bike trails, rest areas, etc.

2. San Gabriel Coastal Spreading Grounds

Exhibit B2 shows the current extent of landscaping and ground maintenance services at San Gabriel Coastal Spreading Grounds, 9618 East Whittier Boulevard., Pico Rivera 90660. The total estimated acres of grounds to be maintained is 20 which includes landscaped planted areas with irrigation lines and drip systems, landscaped planted areas with no irrigation system, and hard scape which includes bike trails, rest areas, etc.

C. Proposal Requirements and Conditions

Proposers are requested to review Part II, Section 2, General Proposal Requirements and Conditions, as well as the County's "Policy on Doing Business with Small Business" and the County's "Vision" statement (both attached).

D. Public Works' Contract Contact

The Contractor's contact with Public Works regarding this Contract will be Mr. Ed Teran at (562) 861-0316, FAX (562) 861-3957, e-mail address:eteran@ladpw.org

E. Work Description

The Contractor shall provide landscaping and ground maintenance services in accordance with these Specifications. The Contractor shall not be allowed in the spreading basins, nor allowed to store or stockpile in the basins either.

1. Tree And Shrubbery Trimming and Care

(Part I, Section 6, Schedule of Prices, Items A1 and B1)

Contractor shall furnish all labor, supervision, equipment, and materials to maintain the trees and shrubs. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item. Many of the newly planted trees and shrubs are under seven feet in height. Growth rate of shrubs and trees varies. The Contractor shall monitor the growth of both newly planted and older trees and shrubs. Shrubs etc. shall be trimmed as not to enter the high water mark of the basin.

a. The Contractor shall perform tree trimming as needed to accomplish the following:

- i. Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
 - ii. Prevent encroachment on adjacent property and provide the required vertical clearances which are seven feet for pedestrian areas and 14 feet for vehicular roadways and bike paths.
- b. The Contractor shall adhere to the following trimming procedures:
- i. 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.
 - ii. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
 - iii. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
 - iv. Prune trees as follows: to select and develop permanent scaffold branches that have a vertical spacing from 18 inches to 48 inches and radial orientation so as not to cross each other, to eliminate diseased or damaged growth, to eliminate narrow V-shaped branch forks that lack strength, to reduce toppling and wind damage by thinning out crowns, to maintain growth within space limitations, to maintain a natural appearance, and to balance crown with roots.
 - v. Under no circumstances shall stripping of lower branches "raising up" of young trees be permitted. Lower branches shall be retained in a "tipped-back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with trunk only after the tree is able to stand erect without staking or other support.
 - vi. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that

constitute health or safety hazards shall be pruned at any time of the year as required or at the request of the County.

- c. Shrubbery shall only be trimmed to restrict growth of shrubbery onto the adjacent roads, driveways and walkways. To maintain safe vehicular and pedestrian visibility at path crossings, all shrubbery located shall be kept trimmed to a maximum height of four feet. The shrubs at the access gates are to be trimmed a minimum of once a year during the Spring and as needed during the rest of the year to ensure they do not grow taller than four feet. These shrubs are to be trimmed no shorter than three and a half feet in height. It is the 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. The Contractor shall be responsible for:
 - i. Installation of missing or damaged stakes, guys, and ties are required where the tree diameter is less than three inches or if the tree has been damaged and requires staking for support.
 - ii. Tree stakes, guys, and ties shall be checked once a month and either adjusted or removed if the tree is sufficiently well rooted.
 - iii. Stakes, ties, and guys shall be adjusted to allow trees to sway freely and to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds.
 - iv. When stakes or guys are removed, tree heads may be thinned to reduce wind load.
 - v. Removal of tree stakes may be requested by Public Works for trees with a diameter less than three inches.
- e. The Contractor shall remove and dispose of all trees which are downed by either natural or unnatural causes. Stumps shall be dug out or buried to 12 inches below grade, the wood chips removed and the hole backfilled to grade with soil. See Part I, Section 2.E.8.a, As-Needed Services, concerning replacement of trees and shrubs.

2. Ground Cover/Wild flower Care
(Part I, Section 6, Schedule of Prices, Items A2 and B2)

Contractor shall furnish all labor, supervision, equipment, and materials to maintain the ground cover, wild flowers, and hydroseeded areas. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item.

- a. Contractor shall cut seeded wild flowers/grass in an artisan-like manner without scalping or allowing excessive cuttings to remain. Cutting shall be done twice a year starting April 1 with completion no later than May 30 and starting September 1 with completion no later than October 30. Upon approval by the Public Works Representative cutting may start prior to April 1 each year. The criteria for the earlier cutting is that the cutting must take place after the wild flowers have gone to seed and prior to weed growth going to seed. All hydroseeded areas shall be kept free of weeds and reseeded as necessary to fill in the bare areas. Bare areas are defined as hydroseed locations greater than 20 square feet in area where seed cover is 30 percent or less.
- b. All ornamental and ground cover plants adjacent to roadways, bike paths, and sidewalks shall be kept away from the paved surfaces. The ground cover is to be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb fencing, shrubs or trees shall be pruned out of these areas. Height of cut of the vegetation shall be not less than three inches nor more than four inches. The pruning of the ground cover shall be done at least two times a year, during the months of April and September.
- c. All cut weed growth with or without seed heads shall be collected and removed from the site at the end of the cutting operation. The Contractor shall leave the wildflower/grass cuttings when removing the weed cuttings.
- d. The wild flowers/grass next to trees and shrubs shall be cut manually or with approved mechanical devices (weed whip, etc.). No equipment shall be allowed in those areas. Foot traffic in planted areas shall be minimized, and any soil compaction shall be loosened immediately.

- e. Fertilize all planting areas as follows:
 - i. At the end of the first 90-day maintenance period - eight pounds/1,000 square feet with Tri-C 6-2-4 or Grow Power 5-3-1 or approved equal.
 - ii. At the end of the first 180-day maintenance period - eight pounds/1,000 square feet with Tri-C 6-2-4 or Grow Power 5-3-1 or approved equal.
 - iii. At the end of the maintenance period and at 90-day intervals should maintenance period be extended - eight pounds/1,000 square feet with Tri-C 6-2-4 or Grow Power 5-3-1 or approved equal.
 - iv. Avoid applying fertilizer to root balls and bases of main stems; rather, spread fertilizer evenly around plants to drip line. Distribute fertilizer evenly over turf or groundcover areas to avoid patchy coloration.
 - v. Contractor shall obtain an approval of the fertilizer from the Public Works Representative prior to the start of the fertilization operation.
- f. All dead or diseased plants shall be removed as they develop. See Part I, Section 2, E.8.a, As-Needed Services, concerning replacement plants.
- g. The Contractor shall restore worn, eroded decomposed granite areas at least once a year and apply a stabilizer over the surface as needed.

3. Weed Control
(Part I, Section 6, Schedule of Prices, Items A3 and B3)

Contractor shall furnish all labor, supervision, equipment, and materials to remove all weeds within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, and bicycle paths. In addition, the sloped areas adjacent to the spreading basins up to the highwater mark and certain areas outside the Spreading Grounds perimeter fence are accounted for in this item. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this

item. Public Works will not pay the Contractor for areas where weeds exceed four inches or have taken over more than 20 percent of a planted plot area in any given month. The Public Works Representative will be the final judge in determining the total acreage approved for payment each month.

a. Ornamental Ground Cover

The Contractor shall remove weeds before reaching four inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed or other underground spreading weeds shall be kept under strict control throughout the year. Weeds may be removed by hand or by cultivation where appropriate. Avoid frequent soil cultivation next to trees or shrubs that destroys shallow roots. Use mulches to help prevent weed seed germination. The Contractor may use pre-emergent weed control.

b. Seeded Wild Flower Areas

The Contractor shall manually remove or cut all weeds within the wild flower/grass areas, as-needed, throughout the year to remove their tops before the weeds go to seed. The Contractor may use post-emergent weed control that is recommended by a licensed Pest Control Advisor and approved or regulated by Environmental Protection Agency (EPA). Only registered and licensed Pest Control Operators shall apply chemical applications. Contractor shall notify the Public Works' Representative a minimum of five working days before any chemical applications.

c. Stone, Wood Chip, Pavement Cracks, and Gravel Areas

The Contractor shall remove all weeds over four inches tall or groups of weeds spreading 12-inches or more which are growing in the landscape stone, decomposed wood chip, and gravel areas. Weeds may be removed by hand, weed whipping or the use of chemical weed control.

4. Litter Control

(Part I, Section 6, Schedule of Prices, Items A4 and B4)

The Contractor shall furnish all labor, supervision, equipment, and materials to remove litter, non-hazardous waste materials, and accumulated debris at

the Spreading Grounds, including, but not limited to planted areas, rock areas, gravel areas, rest areas, along fence perimeter, adjoining access roads and driveways, drains, and bicycle paths.

The term "litter" shall be synonymous and interchangeable with "debris" and "trash" and shall include, but not 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 non-hazardous materials and immediately notify the Public Works' Representative 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. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item.

Once a week the Contractor shall:

- a. Empty all trash containers along the bicycle path and rest areas.
- b. Sweep and pick up litter along the bike path, rest areas, equestrian trails, adjoining roads and driveways, landscaped areas, and gravel areas.
- c. Pick up animal feces along the bike path, equestrian trails, rest areas, adjoining roads and driveways, landscaped areas, and gravel areas. Remove litter along the perimeter of the Spreading Grounds adjacent to street sidewalks and property owners. The Contractor shall notify the Public Works' Representative of the location of unlawful deliberate dumping of trash, foliage, articles of furniture, construction debris, etc. by residents or business along right of way fence bordering the Spreading Grounds.

5. Rodent and Insect Control

(Part 1, Section 6, Schedule of Prices, Items A5 and B5)

The Contractor shall furnish all labor, supervision, equipment, and materials to maintain the landscaped areas free of rodents and insect infestations. Public

Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item.

- a. All areas shall be maintained free of 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. Rodenticide products used in this Contract shall be recommended by a licensed Pest Control Advisor.
- b. All areas shall be maintained free of bee hives and other insect infestations since they pose a threat to workers, pedestrians, and bicycle riders. The preferred method of control shall be biological control, or with nontoxic, biodegradable, organic materials. If stronger materials are needed, only material that are recommended by a licensed Pest Control Advisor and are Environmental Protection Agency approved and regulated shall be used. Only registered and licensed Pest Control Operators shall apply insecticide or chemical applications. Contractor shall notify Public Works' Representative a minimum of five working days before any chemical applications.

6. Watering and Irrigation Management

(Part I, Section 6, Schedule of Prices, Items A6 and B6)

The 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 as noted below. Contractor shall furnish all labor, supervision, equipment, and materials for this work. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item.

The irrigation system is designed for minimum operation pressure of 65 psi at 45 gpm and is automatically controlled through electrically or solar powered irrigation controllers and remote control valves. There are four Calsense ET series automatic controllers at the Rio Hondo Spreading Grounds and three controllers at the San Gabriel Spreading Grounds which control a number of water-conserving bubbler and drip systems. The system includes mainline flow meters and automatic rain shutoffs.

- a. The Contractor shall operate the irrigation

system so as not to cause excessively wet, waterlogged areas. Native and drought-tolerant plant material has been used throughout the project and requires a minimal amount of water. Over-watering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage, deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.

- b. When determining the watering schedule (controller settings for water quantities and frequencies), the Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants, along with the desired infrequent deep-watering technique. Seasonal controller rescheduling of circuits (systems) should occur at least four times during the year, usually at each change of season.
- c. During the raining season, the Contractor shall turn off the irrigation system at the controller at the beginning of a rain event or when the soil has a high enough moisture content. The Contractor shall turn on the irrigation system at the controller after a rain event or when the soil's moisture content requires watering.
- d. At the request of the Public Works' Representative, the Contractor shall use a moisture sensing device to determine water penetration into the soil.

7. Irrigation System - Inspection, Maintenance, and Repair
(Part I, Section 6, Schedule of Prices, Items A7 and B7)

The Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements as noted below.

Contractor shall furnish all labor, supervision, equipment, and materials for this work. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item.

The Contractor shall:

- a. Report all missing, damaged, worn, or incorrect operation of irrigation system parts to the Public Works' Representative by the end of the

day, and also include that information as an attachment to Exhibit D, "Monthly Landscape Maintenance Report."

- b. Cycle controller(s) through each station manually and automatically to determine if all facets of the irrigation system are functioning. This inspection shall be performed once a month or more frequently if problems/conditions indicate a need.
- c. Recover, replace, and/or re-fasten displaced or damaged valve box covers.
- d. Inspect the bubbler heads twice a month to verify each ornamental plant is being watered. Repair or replace damaged bubbler heads and risers and clean or replace clogged bubbler heads and risers as necessary.
- e. Repair/replace immediately all broken drip lines or emitters which are causing a loss of water creating ponding or erosion.
- f. 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 month.
- g. Inspect and clean mainline filters, wye strainers, basket filters and the filters at the backflow devices twice a year.
- h. Maintain and check function of drip system as follows:
 - i. Flush all drip circuits once every two months for a minimum duration of one minute.
 - ii. Remove and clean all surfaces of drip filter with high pressure water spray once every two months.
 - iii. Re-bury exposed drip emitter line to depth as specified.
 - iv. Check for operation of barbed drip emitters as specified at all trees, once every two months while circuit is under pressure.
 - v. Check for leaks in each drip valve system once every two months while circuit is under pressure.

- i. Inspect slopes for erosion during each maintenance activity. All erosion with four inches or deeper rills shall be covered and compacted within 24 hours. Soil deposition at the base of the slope shall be used to fill the rills and holes where the erosion occurred. The Contractor shall report excessive erosion as an attachment to Exhibit D, "Monthly Landscape Maintenance Report."

8. As-Needed Services

(Part I, Section 6, Schedule of Prices, Items C1 through C4)

The Contractor shall at the direction or approval of the Public Works' Representative furnish all labor, supervision, equipment, and materials, except where specified to be reimbursed by Public Works, to accomplish the following As-Needed Services:

- a. Public Works may, at its discretion, have the Contractor purchase replacement trees, shrubs, wild flowers, and ground cover and/or hydroseed certain areas at a price agreeable to the Contractor and Public Works' Representative. The Contractor's labor for work described in this paragraph shall be reimbursed at the hourly rate for Part I, Section 6, Schedule of Prices, Item C1, "Replant Tree, Shrubs, Ground Cover, Wildflowers, etc." Contractor shall furnish all labor, supervision, equipment, and materials for this work. Public Works will reimburse the Contractor for materials purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.
- b. If an automatic irrigation system, or a portion of a system malfunctions, the Contractor shall be responsible for the manual operation of that system. The Contractor shall report all systems which require manual operation to the Public Works' Representative at the end of each week and also on Exhibit D, "Monthly Landscape Maintenance Report". A system shall be manually operated a minimum of twice a week to qualify as manual operation. The Contractor shall be reimbursed at the hourly rate shown for Part I, Section 6, Schedule of Prices, Item C2, "Manual Operation of Irrigation System". Public Works will not pay for preparation time or travel time to and from the job site, only the actual time spent manually operating the irrigation system. The

Contractor's schedule for operating the irrigation system manually shall be approved by the Public Works' Representative. Contractor shall furnish all labor, supervision, equipment, and materials for this work. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item.

- c. Public Works may at its discretion have the Contractor repair or replace portions of the irrigation system including components such as: automatic controllers, backflow devices, valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The Contractor shall be reimbursed for these repairs at the hourly price shown for Part I, Section 6, Schedule of Prices, Item C3, "Irrigation Repair Services," or at a price agreed upon by Public Works and the Contractor, whichever is least. Public Works will not pay for preparation time or travel time to and from the job site for these repairs. Contractor shall furnish all labor, supervision, equipment, and materials for this work. Public Works will reimburse the Contractor for materials purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.
- d. 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). The Contractor shall be reimbursed for costs at the hourly price shown for Part I, Section 6, Schedule of Prices, Item C4, "24hr Emergency Irrigation System Repairs." Public Works will not pay for preparation time or travel time to and from the job site for these repairs. The Contractor may impose a four hour minimum to be charged for emergency repairs. Contractor shall furnish all labor, supervision, equipment, and materials for this work. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item.

F. Hours and Days of Maintenance Service

Hours of work shall be 7 a.m. to 4 p.m., Monday through Friday. Work hours may be altered, when necessary, with the approval of the Public Works' Representative.

Minimally, the Contractor shall provide telephone answering service and FAX, within the County from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works. The Contractor shall also provide a 24 hour, seven day a week emergency phone number to receive emergency reports from Public Works.

G. Duration of Contract

The Contract shall be for a period of one year commencing upon Board approval and execution by the Director of Public Works. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the Contractor.

H. Utilities

Public Works will provide electric and water service to operate the irrigation system.

I. Storage Facilities

Public Works 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 job site.

J. Removal of Debris

All debris derived from these landscaping services shall be removed from Public Works property and disposed of at the Contractor's expense. **The disposal costs shall be included in each item listed in Part I, Section 6, Schedule of Prices, that produces such debris.**

K. 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 required 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 their 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.

L. Special Safety Requirements

1. All Contractor's personnel shall observe all applicable Cal-OSHA and Public Works safety requirements while at Public Works job sites.
2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. The 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.
3. All pesticide, rodenticide, herbicide, etc. application shall be under the direct supervision of a commercial applicator certified by the State of California.
4. It is the Contractor's responsibility to close the bicycle trail when the landscape maintenance operation warrants closing the trail to the public. It is the Contractor's responsibility to 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 adjacent to a bicycle entrance gate so as to allow the bicyclist to exit the trail. The trail closure shall conform to Public Works Standards, 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 re-enter the trail).
- c. The signs shall use three inch lettering.
- d. The trail closure signs should be placed on the trail two weeks prior to the trail closure.
- e. Public Works' Bicycle Trail Coordinator shall be notified 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, Mr. Anthony Nyivih, at: (626) 458-3940.

M. Responsibilities of the Contractor

The Contractor shall:

1. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
2. Provide landscape personnel with the skills 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. The Contractor shall use a certified arborist and/or a certified horticulturist, approved by Public Works, for providing directions during maintenance (e.g. for tree trimming, shrubbery pruning, and slope cutting and on fertilizing, disease, and pest recommendations).
3. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
4. Be responsible for the repair of any damage to Public Works' facilities resulting from work including, but not limited to the irrigation systems, fences, gates, signs, and road paving. The Contractor will not be reimbursed for labor, equipment, and materials to make such repair.
5. Be responsible for any damage due to over-spray of the adjoining areas (grasses and wildflowers, shrubs, trees, etc.), in areas where chemical weed eradication is used. The Contractor shall replant (grasses and wildflowers, shrubs, trees, etc.) damaged by the

chemical. For this work described in this paragraph, the Contractor will not be reimbursed for labor, equipment, and materials to make such repair. Failure by the Contractor to regrow plant life (grasses and wildflowers, shrubs, trees, etc.) in the dead areas caused by over-spray, is grounds for termination of this Contract.

6. Remove all trimmings, debris, and trash then dispose of them off-site at the end of each day's work. Also, all roadways, driveways and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.
7. Not work or store and stockpile materials in the spreading basins. The Contractor shall be responsible for maneuvering around the basin high water mark to avoid entering the water.
8. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The Public Works' Representative 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 as an attachment to Exhibit D, "Monthly Landscape Maintenance Report". The cost for this inspection shall be included in the price for each plant maintenance activity listed in Part I, Section 6, Schedule of Prices, Items A1 through A7 and B1 through B7.
9. Submit a proposed maintenance schedule prior to the start of the Contract. The 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: locations where erosion on backslopes, greater than four 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 irrigation systems which have to be operated manually; any problems with the irrigation system including malfunctions.
10. Submit Exhibit D, "Monthly Landscape Maintenance Report" to the Public Works' Representative, monthly or upon request within three working days. The Contractor shall sign and have the Public Works' Representative counter sign Exhibit D. The Contractor shall submit Exhibit D and receipts of any purchased

supplies with the monthly invoice in order to receive payment.

N. Responsibilities of Public Works

Flood Maintenance Division, through a designated staff person, will be the Public Works' Representative.

Public Works will:

1. Provide job site inspection. A Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the job site.
2. Review and process all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in Part I, Section 2.C, "Work Description," and M, "Contractor Responsibility," is not done properly, the Public Works' Representative will not approve the work for payment and will order the work be redone.
3. Provide Maps and Irrigation and Landscape Drawings:
 - a. Exhibit B consists of drawings showing the location where landscape maintenance services are to be performed. Record drawings will be provided to the Contractor.
 - b. Exhibit C is a partial list showing the botanical names of trees and shrubs planted at the Spreading Grounds.

It should be noted the landscaping may be modified subsequent to the original installation, and thus there may be variations between the existing landscape and the Record Drawings.

4. Public Works will be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.

O. 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 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 which controls, prevents, removes, or reduces water pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 of the Construction BMP Handbook. This Publication is available from:

Blue Print Services
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 444-6771

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

The Contractor shall have a minimum of one readily accessible copy of this publication on the Contract site at all times.

SECTION 3

EVALUATION OF PROPOSALS AND AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award the Contract to the Proposer whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return the Contract, together with copies of the required insurance certification, within 14 days after notification by Public Works of intent to recommend award of this Contract to the Board.

B. Final Contract Award by Board

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

C. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

D. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in

Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603).

Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

E. County Lobbyists

Each County lobbyist, as defined in Los Angeles County Code Section 2.160.010 retained by Proposer submitting a response to this RFP or Contractor awarded this Contract shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer/Contractor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Proposal or shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

F. Evaluation of Proposals

All responses to this RFP become the property of the County. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below. The proposed Contract may be submitted to the Director or Board for consideration and possible approval.

The County may require whatever evidence it deems necessary relative to the Proposer's financial stability.

The County reserves the sole right to judge the Proposer's written and oral representations. The County may make onsite inspections of Proposer's current jobs.

The County may, at its option, invite Proposers to make a presentation and participate in an interview before a final selection is made.

G. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but are not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements may be rejected as nonresponsive:
 - a. Proposer's Safety Record reflects that the Proposer has provided services in a safe manner.
 - b. Proposer shows an ability to meet insurance requirements.
 - c. Proposer has met the GAIN/GROW requirements.
 - d. Proposer has submitted to the Child Support Services Department the Principal Owner Information and Child Support Compliance Program Forms.
 - e. Proposer has submitted the Jury Service Program Certification Form and Application for Exception, stating that it accepts and will comply with the program requirements or establishing its entitlement to an exception to the program.
 - f. Proposer has signed all appropriate forms and Part I, Section 6, Schedule of Prices.
 - g. Proposer is signed in as attending the Proposers' Conference.
 - h. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.
2. Proposals passing the first step will be evaluated based on the following criteria:
 - a. Proposed Price (55 points)

The proposal with the highest points in this category may not necessarily be awarded the contract. The Proposers' are advised that the amount of landscape work varies each month, depending on the season and weather. The proposed price should accurately reflect Proposer's average monthly cost of providing the required services and any profit expected during the Contract term.

Proposals will receive points as follows:

- i. Part I, Section 6, Schedule of Prices, Items A1 through C4 (55 points). The proposal with the lowest total amount for these bid items will receive 55 points. Other proposals will receive a prorated weight rounded to the nearest point. The lowest Total Proposed Annual Price quoted in the Schedule of Prices (Part I, Section 6) will receive the full weight of this evaluated item (55 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion (55 points). However, the Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a Contract.

The lowest Total Proposed Annual Price is the lowest price quoted in the proposals that have not been disqualified, failed, rejected, or otherwise found nonresponsive at any stage of the evaluation process.

In addition, should one or more of the Proposers request and be granted the Local SBE Preference, the price component points will be determined as follows:

Five percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

- b. Work Experience (in both public and private sectors) (15 points)

Public Works will check at least three of the proposers's references for overall satisfaction with Proposer's services. Work reference should include names and telephone numbers. It is to the Proposer's advantage to provide as much information as possible. Provide details on the type of work experience including but not limited to: size of areas maintained, experience with native and/or drought tolerant plants, operation and maintenance experience with large

irrigation-systems using sophisticated controllers and flow metering devices, experience with drip irrigation systems, etc.

c. Work Plan (25 points)

Factors to determine the adequacy and effectiveness of Proposers' methods to conduct and accomplish a successful landscape maintenance program will include, but are not limited to the work methodology, activity coordination, staff size and appropriateness to work location, training, the ratio of supervisors to workers.

Scoring standards will favor proposer's Work Plans which thoroughly details logistics, equipment, personnel management, supervision, credentials, scheduling, emergency response, progress reporting, purchasing, special services, quality control, etc.; paraphrases the specification demonstrating that the proposer understands their responsibility and the services required of them; thoughtfully elaborates on the specifications keeping the public and Public Works' best interest in mind; promotes and augments ideas in the specifications by clarifying services which they intend to provide as part of their bid price.

Proposer's Work Plan that are Ad hoc, missing information, or simply recites these specifications will receive a low score. Proposer's Work Plan with significant unacceptable weakness in describing the Proposer's ability to provide specified services will receive a zero score. In addition, work plans consisting solely of company brochures, cover letters, and/or pamphlets will receive a zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

d. Equipment (5 points)

A review of the Proposer's equipment to be used to perform the work, as listed on the Statement of Equipment Form (Exhibit A), will be made. List vehicles separate from other equipment. An adverse finding as to the equipment to be used may be sufficient cause for rejection of the Proposal. Public Works reserves the right to conduct on-site inspections of equipment listed on this form.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall

not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Bill Gomez, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or

both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
 - a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.
5. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full

compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

- a. Contractor providing evidence of insurance covering the activities of subcontractor, or
- b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage.)

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million
Disease - policy limit: \$1 million
Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

Real Property and All Other Personal Property - Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

F. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the County. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, for completion of work the Contractor shall pay to Public Works, or have withheld from monies due it, the sum of \$250, unless otherwise provided in these Specifications.

Execution of this Contract shall constitute agreement by the County and Contractor that \$250 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

SECTION 5

METHOD OF PAYMENT

A. Payment

1. The Contractor shall only be paid for work inspected under this Contract, invoiced, and verified by Public Works through the use of the Exhibit D, "Monthly Landscape Maintenance Report". This form will be supplied by Public Works.
2. Payment will be based on services actually performed by the Contractor. The unit quantities in Part I, Section 6, Schedule of Prices are for bid evaluation purposes only and may not be representative of the actual work. Public Works reserves the right to add, modify or delete units of landscaping at the spreading grounds before or after award of this Contract. "Cost per unit" multiplied by the actual quantity of work shall be the basis for payment. No change orders due to underestimating or overestimating the magnitude and/or frequency of landscape services requested in this Contract will be allowed. Underestimating or overestimating the "Cost per unit" for each bid item will not be a basis for consideration of "extra work" and no additional payment will be allowed. Proposers' are advised that the amount of landscape work varies each month depending on the season and weather. The proposed price should accurately reflect the Proposers's average monthly cost of providing the required services and any profit expected during the Contract term.
3. The Contractor shall submit invoices monthly in triplicate for all services furnished during the preceding month, along with Exhibit D and receipts for materials purchased for Items **C1 and C3**. Invoices are to clearly indicate the date and work performed during that month. Public Works agrees to make payment to the Contractor within 30 days of receipt of a properly completed invoice from the Contractor.
4. Public Works will review each invoice submitted by the Contractor to determine whether the contract services performed are in compliance with the provisions of this Contract. Any invoice not approved will be returned to the Contractor for correction.

5. The Contractor shall submit invoices to:

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

6. Whenever any portion of the work is performed by Public Works at the Contractor's request, the cost thereof will be charged against the Contractor, and may be deducted from any amount due or becoming due from Public Works.
7. Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, Public Works may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from Public Works. Public Works action or inaction under such circumstances shall not be construed as relieving the Contractor from liability.
8. Payment shall not relieve the Contractor from its obligations under this Contract; nor shall such payment be construed to be acceptance of any of the work.
9. Public Works agrees to make payment to Contractor within 30 days of the receipt of a properly completed invoice from the Contractor.

B. Limitation on Compensation

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.

C. Only Project Manager May Order Work

The Contractor understands and agrees that only the designated Public Works Project Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Project 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.

D. Contractor's Responsibility to Monitor Expenditure Amount

Contractor shall not expend or accept work requests that will cause the Maximum Contract Sum of this Contract to be exceeded. 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, in writing, immediately notify the Project Manager.

E. Cost-of-Living Adjustment

No cost-of-living adjustments shall be made.

SECTION 6
SCHEDULE OF PRICES FOR

LANDSCAPE MAINTENANCE FOR
RIO HONDO AND SAN GABRIEL SPREADING GROUNDS

In accordance with these Specifications, the undersigned Proposer is herewith submitting Proposals for the performance of the work as described in these Specifications, subject to the Proposer furnishing all labor, supervision, equipment, and materials, except those specified to be furnished or reimbursed by Public Works. The unit quantities are for bid evaluation purposes only and may not be representative of the actual work. Payment will be based on actual services provided by the Contractor. Public Works reserves the right to add, modify, or delete acres of Landscaping at the Spreading Grounds before or after the Contract is awarded.

NOTES:

1. For Items **A1 through B7, C2, and C4**, costs shall include labor, equipment, and materials/supplies. For Items **C1 and C3**, the Contractor shall purchase supplies and materials (i.e. irrigation parts, plants, etc.) only with the Public Works' Representative approval. Actual receipts with the price indicated for materials purchased shall accompany request for payment.
2. All disposal fees are to be paid by the Contractor.

Working Hours: Monday to Friday, 7 a.m. to 4 p.m.

Item	Item Description	Cost per Unit	Unit	Bid Cost
A.	<u>RIO HONDO COASTAL SPREADING GROUND</u>			
	1. Tree and Shrubbery Trimming and Care (Approx. 800 trees and 9,000 shrubs)	\$ 750.00 \$/Mo.	12 Mos.	9,000.00 \$/Year
	2. Ground Cover/Wildflower Care	100.00 \$/acre/Semi- annually.	30 Acres X 2Mos	6,000.00 \$/Year
	3. Weed Control	28.00 \$/acre/Mo.	45 Acres X 12Mos.	15,120.00 \$/Year
	4. Litter Control	21.30 \$/acre/Mo.	45 Acres X 12Mos.	11,502.00 \$/Year
	5. Rodent and Insect Control	\$ 9.50 \$/acre/Mo.	45 Acres X 12Mos.	5,130.00 \$/Year

Item	Item Description	Cost per Unit	Unit	Bid Cost
6.	Watering and Irrigation Management	<u>75.00</u> \$/acre/Mo.	15 Acres X 12Mos.	<u>13,500.00</u> \$/Year
7.	Irrigation System - Inspection, Maintenance, and Repair	<u>80.00</u> \$/acre/Mo.	15 Acres X 12Mos.	<u>14,400.00</u> \$/Year

RIO HONDO COASTAL SPREADING GROUNDS TOTAL**\$ 74,652.00/Year**

Item	Item Description	Cost per Unit	Unit	Bid Cost
B.	<u>SAN GABRIEL COASTAL SPREADING GROUND</u>			
1.	Tree and Shrubbery Trimming and Care (Approx. 800 trees and 9,000 shrubs)	<u>\$ 560.00</u> \$/Mo.	12 Mos.	<u>6,720.00</u> \$/Year
2.	Ground Cover/ Wildflower Care	<u>100.00</u> \$/acre/Semi-annually	15 Acres X 2Mos	<u>3,000.00</u> \$/Year
3.	Weed Control	<u>28.00</u> \$/acre/Mo.	20 Acres X 12Mos.	<u>6,720.00</u> \$/Year
4.	Litter Control	<u>21.30</u> \$/acre/Mo.	20 Acres X 12Mos.	<u>5,112.00</u> \$/Year
5.	Rodent and Insect Control	<u>\$ 7.50</u> \$/acre/Mo.	45 Acres X 12Mos.	<u>\$5,130.00</u> \$/Year
6.	Watering and Irrigation Management	<u>75.00</u> \$/acre/Mo.	8 Acres X 12Mos.	<u>7,200.00</u> \$/Year
7.	Irrigation System - Inspection, Maintenance, and Repair	<u>80.00</u> \$/acre/Mo.	8 Acres X 12Mos.	<u>7,680.00</u> \$/Year

SAN GABRIEL COASTAL SPREADING GROUNDS TOTAL**\$ 41,562.00 /Year**

Item	Item Description	Cost per unit	Estimated Number of Units	Bid Cost
C.	As-needed services to be performed only with Public Works' approval or request			
1.	Replant Tree, Shrubs, Ground Cover, Wildflower, etc. Hourly rate includes all labor, equipment, and supervision.	<u>35.00</u> \$/Hour	<u>200</u> Hours/Year	<u>7,000.00</u> \$/Year
2.	Manual Operation of Irrigation System. Hourly rate includes all labor, equipment, and supervision	<u>35.00</u> \$/Hour	<u>150</u> Hours/Year	<u>5,250.00</u> \$/Year
3.	Irrigation Repair Service (7 a.m. to 4 p.m.). Hourly rate includes all labor, equipment, and supervision	<u>42.50</u> \$/Hour	<u>500</u> Hours/Year	<u>21,250.00</u> \$/Year
4.	24-Hour Emergency Irrigation Systems Repairs (4 hour minimum for emergency call out repairs). Hourly rate includes all labor, equipment, and supervision	<u>42.50</u> \$/Hour	<u>150</u> Hours/Year	<u>6,375.00</u> \$/Year

AS-NEEDED SERVICES TOTAL

\$ 39,825.00/Year

RIO HONDO COASTAL SPREADING GROUNDS TOTAL

\$ 74,652.00 Year

SAN GABRIEL COASTAL SPREADING GROUNDS TOTAL

\$ 41,562.00 Year

AS-NEEDED SERVICES TOTAL

\$ 39,825.00 Year

TOTAL PROPOSED ANNUAL PRICE	\$156,539.00 Year
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UNITED PACIFIC SERVICES, INC.

Complete Legal Name of Proposer


Signature

08/25/03

Date

1740 North Hills Drive

Address

La Habra, California

City

90631

Zip Code

562 691-4600

Telephone

PART II

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

Whenever in the Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

1. Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.
2. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.
3. Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.
4. Contract Work, Work. performed for the County by a licensed Contractor. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.
5. County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.
6. Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

Part II--Service Contract General Requirements (continued)

7. District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.
8. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).
9. Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.
10. Public Works. County of Los Angeles Department of Public Works.
11. Solicitation Document. Request for Proposals or Request for Quotation.
12. Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram and those which are not clocked in at Public Works' Headquarters Lobby Cashier before the date and hour set for receipt of the same will not be considered and will be returned to the Proposer unopened.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer shall render their Proposal irregular and may cause its rejection.

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out this Contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Proposal.

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered,

the unit price and the corrected extension will be considered as representing the Proposer's intentions.

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Proposer 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

(213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works'

recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of

Part II--Service Contract General Requirements (continued)

the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

S. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense.

The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

The Contractor shall provide the quality of services under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that services shall be furnished in a professional manner and according to these Specifications.

E. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

F. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the

expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

R. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L. A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

T. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

U. Contractor Responsibility and Debarment

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
2. Written Employee Jury Service Policy
 - a. Unless Contractor has demonstrated to the County=s satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity

Part II--Service Contract General Requirements (continued)

which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

W. Local Small Business Enterprise Program.

- 1. This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise

Part II--Service Contract General Requirements (continued)

Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

2. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
3. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
4. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
 - d. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' work.

C. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

The Contractor shall cooperate with Public Works ' forces engaged in any other activities at the job site. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

H. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

The Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,
3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by category to the Contractor.

L. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

M. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
3. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default

within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting

from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee 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 (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:
 - a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and

whether insolvent within the meaning of the Federal Bankruptcy Law or not.

- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
 - c. The appointment of a Receiver or Trustee for the Contractor.
 - d. The execution by the Contractor of an assignment for the benefits of creditors.
2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if

PART III - STANDARD TERMS AND CONDITIONS (continued)

the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).
 5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.
0. Disclosure of Information

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related

clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner.
2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

1. In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to

the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

Q. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

R. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

ATTACHMENTS

- * AFFIDAVIT FOR PARTNERSHIP PROPOSAL
- * AFFIDAVIT FOR CORPORATION PROPOSER
- * AFFIDAVIT FOR INDIVIDUAL PROPOSER
- * AFFIDAVIT FOR JOINT VENTURE
- ** BIDDER'S PROPOSAL
- ** CONTRACTOR'S INDUSTRIAL SAFETY RECORD
- ** CERTIFICATE CONFLICT OF INTEREST
- ** PROPOSER'S REFERENCE LIST
- ** PROPOSER'S/OFFEROR'S EEO CERTIFICATION
- ** LIST OF SUBCONTRACTORS
- ** REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- ** GAIN/GROW EMPLOYMENT COMMITMENT
- PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
- ** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION
- ** COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- POLICY ON DOING BUSINESS WITH SMALL BUSINESS
- INTERNAL REVENUE SERVICE NOTICE 1015
- COUNTY VISION STATEMENT
- DEBARRED VENDORS REPORT
- SAFELY SURRENDERED BABY FACT SHEET (ENGLISH AND SPANISH)

- * The appropriate Affidavit shall be submitted with Proposal.
- ** Forms must be submitted with Proposal.

EXHIBITS

EXHIBIT A	STATEMENT OF EQUIPMENT
EXHIBIT B1a	RIO HONDO IRRIGATION AND PLANTING PLANS
B1b	RIO HONDO BIKE PATH MAP
B2	SAN GABRIEL IRRIGATION AND PLANTING PLANS
EXHIBIT C	PARTIAL LIST OF BOTANICAL TREES & SHRUBS
EXHIBIT D	MONTHLY LANDSCAPE MAINTENANCE REPORT

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 201
Bid Title : LANDSCAPE MAINTENANCE FOR THE RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 7/30/2003
Closing Date : 8/25/2003 5:30 PM
Bid Amount : \$ 180,000
Bid Download : Not Available
Bid Description : NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE FOR THE RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works until 5:30 p.m., Monday, August 25, 2003, for "Landscape Maintenance for the Rio Hondo and San Gabriel Coastal Spreading Grounds." The estimated annual cost is \$180,000.

A Proposers' Conference will be held Monday, August 11, 2003, at 2 p.m., in Conference Room B, at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this conference.

Upon request, we can provide contract information in alternate formats or make other accommodations for people with disabilities. For more information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Español) to have it mailed.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 8/6/2003 12:01:41 PM

[Back to Last Window](#)

[Back to Award Main](#)

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

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

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>UNITED PACIFIC SERVICES INC</u>	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	528879 01

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 checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 38						
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					3	
Hispanic/Latino			4		24	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	3			2

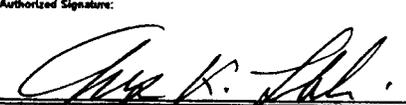
III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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	Dis-advantaged	Disabled Veteran	Expiration Date

V. 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: President	Date: 08/25/03
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**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Wurzel Landscape</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
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 checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): <u>60</u>						
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			1	1	56	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1		1		

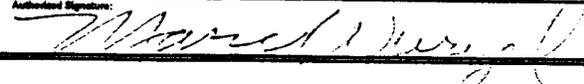
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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	Dis-advantaged	Disabled Veteran	Expiration Date

V. 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: President	Date: 8/19/03
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**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

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

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: SYSTEMS MANAGEMENT, INC.

I AM NOT I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 22

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	1		2	1	9	
Hispanic/Latino					9	
Asian or Pacific Islander						
American Indian						
Filipino						
White						

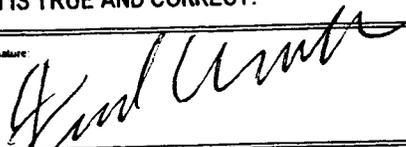
III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	100 %	40 %	%	%	%	%
Women	40 %	%	%	%	%	%

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	Dis-advantage d	Disabled Veteran	Expiration Date
STATE OF CA	X		X		
SMALL BUSINESS ADMINISTRATION	X		X		

V. 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: <u>President</u>	Date: <u>8/25/03</u>
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**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.
LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>PIERRE SPAIN</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: <u>11632001</u>	

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 checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): <u>110</u>						
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				1		
Hispanic/Latino			2		97	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		2	2		5

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	%	%	%	%	%	100 %
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	Dis-advantaged	Disabled Veteran	Expiration Date
n/a					

V. 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: PRESIDENT	Date: 08/25/03
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