COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

JAMES A. NOYES, Director

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ALHAMBRA, CALIFORNIA 91803-1331
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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

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 – EAST LOS ANGELES STREET MEDIANS
SUPERVISORIAL DISTRICT 1
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Find that landscape maintenance for various street medians in the East Los Angeles area can be more economically performed by an independent contractor than by County employees.

3. Award the contract for "Landscape Maintenance – East Los Angeles Street Medians" to Midori Gardens, Inc., located in Santa Ana, California, effective December 1, 2003, for a two-year period, with three 1-year renewal options not to exceed a total contract period of five years.

4. 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.

5. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

6. Authorize Public Works to encumber an annual amount of $33,187, plus 15 percent for additional, unforeseen landscaping maintenance needs within the scope of this contract that may arise during the contract term. This amount represents the cost of this service based on the annual price submitted by the contractor. Funds are available in the 2003-04 Road 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 various street medians located the East Los Angeles area. Since 1993, Public Works has been contracting for median landscape and grounds maintenance services in the East Los Angeles area. The work to be accomplished under these specifications includes, but is not limited to the weekly mowing of lawns; trimming and pruning of ground cover and shrubs; routine application of fertilizers, insecticides, and herbicides; weeding; raking; sweeping; removal of litter; etc. The Director may authorize the performance of additional work including but not limited to repairs, replacements, landscape refurbishment, and 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 Fiscal Responsibility, 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 this service in a timely, responsive, and cost-effective 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 $33,187, plus 15 percent for additional, unforeseen landscaping maintenance needs within the scope of this contract that may arise during the contract term. These additional funds will not be expended without the Director's authority. Should additional work be required that exceeds the amount authorized, approval of additional funds will be sought. This two-year contract will commence December 1, 2003. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed five 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 Road 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.

Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These landscaping services are being contracted in accordance with procedures authorized under the provisions of County Charter Section 44.7, Part 3 and Chapter 2.121 of the Los Angeles County Code.

The mandatory requirements for contracting set forth in the Los Angeles County Code Section 2.121.380 have been met.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and any negative experiences with County contracts. No information was found that would qualify our recommendation.

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.

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 June 18, 2003, Public Works solicited proposals from 499 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 July 16, 2003, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals. 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 solicitation document which included the proposal price, references, financial resources, and work plan. Based on this evaluation, Public Works is recommending that this contract be awarded to Midori Gardens, Inc., located in Santa Ana, California, which was found to be the most responsible and lowest-cost proposer to perform these required services.

Enclosure C summarizes 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, in our opinion, reflects that activities conducted by this firm 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, as Public Works is presently contracting for these services with the private sector.

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
Auditor-Controller (DeWitt Roberts w/o enc.)
Office of Affirmative Action Compliance (Robert Valdez)

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," and MIDORI GARDENS, 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 July 16, 2003, hereby agrees to provide landscape maintenance services at various street medians located in the East Los Angeles area, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Landscape Maintenance – East Los Angeles Street Medians."

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 $33,187 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: The Contractor understands and agrees that only the designated Public Works Project Manager is authorized to request or order work under this Contract. This Contractor acknowledges that the designated Public Works 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.

SEVENTH: Contractor shall not perform or accept work requests from the Project Manager or any other person 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.

EIGHTH: 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.

NINTH: 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

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

MIDORI GARDENS, INC.

By _____
Its President

By _____
Its Secretary

LANDSCAPE MAINTENANCE - EAST LOS ANGELES STREET MEDIANS
TABLE OF CONTENTS

PART I Specifications and Conditions

Section 1 - Work Required/Proposal Submission
Section 2 - Scope of Work
Section 3 - Award and Execution of Contract
Section 4 - General Indemnification & Insurance Requirements
Section 5 - Method of Payment
** Section 6 - Schedule of Prices

PART II General Requirements

Section 1 - General Definitions and Terms
Section 2 - General Proposal Requirements and Conditions
Section 3 - General Requirements and Conditions
Section 4 - Labor Relations and Responsibilities
Section 5 - Termination of Contract

PART III Standard Terms and Conditions

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 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)
SAFELY SURRENDERED BABY FACT SHEET (SPANISH)

EXHIBITS

A1- VICINITY MAP OF EAST LOS ANGELES MEDIANS
A2- GARFIELD AREA MAP
A3- CITY TERRACE AREA MAP
A4- ATLANTIC AREA MAP 1
A5- ATLANTIC AREA MAP 2
A6- EAST LOS ANGELES MEDIAN MAP 6
A7- EAST LOS ANGELES MEDIAN TABLE
B LOS ANGELES COUNTY CODE CHAPTER 2.201-LIVING WAGE PROGRAM
*** C LIVING WAGE ORDINANCE-APPLICATION FOR EXEMPTION
** D CONTRACTOR LIVING WAGE DECLARATION
** E LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE
** F LABOR/PAYROLL/DEBARMENT HISTORY
** G GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
** H REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE
** I PROPOSER'S COST METHODOLOGY

* The appropriate Affidavit shall be submitted with Proposal.
** Section, Attachments, and Exhibits to be submitted with Proposal.
*** Exhibit to be submitted seven days prior to due date for Proposals

PART I

SPECIFICATIONS AND CONDITIONS FOR

LANDSCAPE AND MAINTENANCE - EAST LOS ANGELES STREET MEDIANS

SECTION I

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Persons who wish to contract with the County of Los Angeles 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 will consist of furnishing personnel, supervision, equipment and material to provide landscape and grounds maintenance services for various street medians located within the East Los Angeles area (Exhibits A). The work is specified in further detail in Part I, Section 2, Scope of work.

B. Living Wage Program

Proposers are advised that the Board has enacted the Living Wage Program (Exhibit B) for contracts awarded under the authority of County Code Chapter 2.121.250 through 420 ("Proposition A"). In doing so, the Board made a finding that the Living Wage Program was not only to provide living wage and health benefits to employees working on these County contracts, but it is also intended to relieve the County of the burden for providing social and health services to persons who receive less than a living wage. Any contract resulting from this solicitation will be awarded under the Proposition A authority. The Living Wage Program requires contractors to pay their full-time employees providing these requested services a living wage. The County has established the living wage as $9.46 per hour without health benefits and $8.32 per hour with health benefits. For contractors/subcontractors to qualify for the lower wage rate, the contractor/subcontractor shall pay at least $1.14 per hour toward the provision of a bonafide health care, vision, and/or dental benefit plan for each

employee and any dependents during the term of this Contract. Contractors/Subcontractors will not be allowed to pay less than $1.14 per hour toward an employee health benefit and pay the difference to the employee. Each Proposer shall complete the Contractor Living Wage Declaration (Exhibit D)and submit it with the Proposal, or, if appropriate, may submit the Application for Exemption (Exhibit C) by the required time. The requirements and terms of the Living Wage Program are non-negotiable. Proposals that fail to comply with the requirements of the Living Wage Program will be considered nonresponsive.

Proposer is further notified that throughout the term of the Contract resulting from this solicitation, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury the hours worked, wages paid and amounts paid towards each employee's health benefits.

1. **At any time during the term of the contract resulting from this solicitation, the County may conduct an audit of the successful proposer's records as well as field visits with the proposer's employees to ascertain compliance with the Living Wage Program.**

2. **Also, the successful proposer will be required to place specified living wage posters at their place of business and locations where the proposer's employees are working. The successful proposer will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.**

3. **Violations of the provisions of the Living Wage Program will subject the successful proposer to withholding of monies owed it under the contract, liquidated damages, possible termination and/or debarment from future County contracts for up to three years.**

4. **Any proposer who submits false information may be barred from participating in this solicitation and future County solicitations/contracts for up to three years.**

C. 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.**

   The Work Plan shall include the Proposer's proposed full-time employee staffing plan. Proposer will be required to assign and use full-time employees to provide these services, unless Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If the Proposer desires to assign and use non-full-time employees to provide these or a part of these

requested services, the Proposer shall submit to Public Works at least seven days before the deadline to submit Proposals a detailed written request, attaching all documentation necessary to substantiate the request. Based on the County's review of the Proposer's request and submitted documentation, the County shall determine, at its sole discretion, whether the Proposer may use non-full-time employees. The County's decision will be final. Proposer's request for the utilization of non-full-time employees is to be delivered or faxed to:

Department of Public Works
Administrative Services Division - 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803
Fax (626) 458-4194
Attention Bill Gomez

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 Proposers', 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. **In evaluating proposals, the County will review the** Proposer's history of labor law/payroll violations (including, but not limited to violations or pending claims pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination)as well as debarment from contracting by any public entities. To facilitate this process, Proposers must submit with their Proposal a complete Living Wage Acknowledgment and Statement of Compliance Form (Exhibit E), and disclose on that form: (1) any

determination by a public entity within three years of the submission date of the Proposal that the Proposer committed a labor law/payroll violation, (2) any pending claim that involves an incident of labor law/payroll violation occurring within three years of the Proposal's submission date, and (3) debarment by a public entity within the last 10 years.

Disclose full details of any such determinations, claims and debarments on the Labor/Payroll/Debarment History Form, (Exhibit F).

Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violation, with substantially increased deductions for a Proposer's failure to disclose reportable violations (See Exhibit G, "Guidelines for Assessment of Proposer Labor Law/Payroll Violations." "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board before a contract is awarded.

12. Complete and submit Exhibit H, "Requested Information on the Proposer's Medical Plan Coverage," Proposer's description of benefit package type(s) provided to its employees (i.e., number of annually paid vacation, sick days, etc.).

13. Complete and submit Exhibit I, "Proposer's Cost Methodology," showing in detail how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Part I, Section 6, Schedule of Prices.

14. If the Proposer believes that it does not fall within Living Wage Program's definition for "employer" or that it meets any of the exceptions to the Living Wage Program as stated in Exhibit B, Living Wage Program, Section 2.201.020, Definitions, and/or Section 2.201.090, Exceptions, Proposer may request an exemption by completing and submitting Exhibit C, Living Wage Ordinance - Application for Exemption at least seven days before the deadline to submit proposals and include with its submission the Proposer's last two years' tax returns and last State payroll tax return if claiming exception as a small business or a copy of the applicable collective bargaining agreement if claiming exemption under such an agreement. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of "employer" or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program. The Proposer is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement. All exemption requests are to be delivered or faxed to:

Department of Public Works
Administrative Services Division - 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803
Fax (626) 458-4194
Attention Bill Gomez

15. 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.**

D. 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.

E. 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.

F. 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 C.15 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.

G. 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.U. 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 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.**

H. 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.

I. 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. 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 A, 900 South Fremont Avenue, Alhambra, California 91803, on **Wednesday, July 2, 2003, at 9 a.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. 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).

C. Public Works' Contract Contact

The Contractor's contact with Public Works regarding this Contract will be Daniel Aka at (562) 869-1176, FAX (562) 862-3718, e-mail address: daka@ladpw.org

D. General Requirements

1. The Contractor shall thoroughly complete each task in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.

2. The Contractor shall be required to render and provide landscape and median maintenance services including, but not limited to the maintenance of turf, ground cover, shrubs and trees; renovation of turf and ground cover areas; the pruning of trees and shrubs; provide weed, vegetation disease and pest control; provide operation of the irrigation systems and sprinkler head

and riser repair; and maintenance of any equipment pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein or revised by County. The specific frequencies per site are identified in Part I, Section 6, Schedule of Prices and govern the Contractor's completion of required operations.

3. The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

4. **The Contractor recognizes, that during this Contract, other activities may be conducted by Public Works' work forces and other contracted parties. These activities may include, but not be limited to landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations. The Contractor shall promptly comply with any request made by the Director/designee.**

5. **The Contractor shall, during the hours and days of maintenance service as identified in Part I, Section 2.H, respond to all emergencies within two (2) hours of notification.**

6. **The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.**

E. Facilities to be Maintained

The facilities to be maintained under the provisions of this Contract are specifically at:(See Maps, Exhibits B1-B10)

Beverly Boulevard Median - from the Montebello City sign to Woods Avenue

First Street and Gleason Street Parkways (2) -
First Street: Kern Avenue to Mednick Avenue
Gleason Street: Dangler Avenue to Kern Avenue

Clea Avenue and Vancouver Avenue Medians (2) - Clea Avenue: Between Olympic Boulevard and Telegraph Road
Vancouver Avenue: Between Olympic Boulevard and Telegraph Road

Mednik Avenue/Arizona Avenue Median - Between Third Street and Telegraph Road
Woods Avenue Median - Between Whittier Boulevard and Olympic Boulevard

Bella Vista Median - Gerhart Avenue: Between Pomona Freeway and Beverly Boulevard

The facilities may be landscaped with turf, ground cover, shrubs, and trees, and are irrigated by manual and/or automatic irrigation systems.

F. Certifications/Reports

1. Payroll and Prevailing Wage Report

The Contractor shall complete a Payroll and Prevailing Wage Certification Report, which shall be made available to the Director/designee concurrent with the monthly invoicing. The Contractor may use Exhibit B, "Public Works Payroll Reporting and Certification Form" or provide the required information in a form acceptable to the Director/designee. The monthly payment will not be made until such reports are received and found acceptable by the Director/designee.

2. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Director/designee. It shall be submitted to the Director/designee upon request, within three (3) working days.

G. Additional Work

1. The Director/designee may authorize the Contractor to perform additional work, including, but not limited to repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God or third party negligence; or improvements to add new, modify existing or to refurbish existing landscaping and irrigation systems. If the Director/designee determines that the labor for work resulting from vandalism, acts of God or third party negligence can be performed by the Contractor's present work force, Director/designee may modify the Contractor's On-Going Maintenance Schedule.

2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Director/designee. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director/designee may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. However, within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Director/designee for approval.

3. The Director may increase the service area to include additional facilities located within the County, may require the performance of new tasks, and may increase the frequency of performing tasks. The Contractor shall be compensated for such additional work at rates approved by Public Works. The rates shall be based on unit prices agreed upon by the Contractor and Public Works that do not exceed the unit prices for similar facilities and tasks quoted in Part I, Section 6, Schedule of Prices.

4. Additional work shall be performed within the times specified, in the manner specified, and to the level of quality specified for similar tasks in this Scope of Work.

H. Contractor's Damages

1. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

2. All such repairs or replacements shall be completed within the following time limits.

   a. Irrigation damage shall be repaired or replaced within one watering cycle.

   b. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

3. All repairs or replacements shall be completed according to the following maintenance practices.

   a. **Trees**

      Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or certified arborist.

      If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Director/designee.

   b. Shrubs

      Minor damage may be corrected by appropriate pruning as required in the "Pruning and Hedge Trimming Operation" of the On-Going Maintenance Specifications. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials" of the Seasonal Specialty Task Specifications.

   c. Chemicals

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

d. Appurtenances

All damage caused to components from accidents or cumulative effects of the Contractor's staff improperly applying materials or other incidents caused by the carelessness of the Contractor's staff shall be corrected at the Contractor's expense.

I. Office of Inquiries and Complaints

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

   During normal working hours, the Contractor's supervisor or designated employee who is responsible for providing maintenance services, shall be available for notification through electronic communications.

2. The Contractor shall maintain a written log of all complaints, the date, time and the action taken or reason for the nonaction. The log of complaints shall be open to inspection by the Director/designee at all reasonable times.

3. All complaints shall be abated as soon as possible after notification, but in all cases within 24 hours, to the satisfaction of the Director/designee. If any complaint is not abated within 24 hours, the Director/designee shall be notified immediately of the

reason for not abating the complaint, followed by a written report to the Director/designee within five (5) days. If a complaint is not abated within the time specified or to the satisfaction of the Director/designee, the Director/designee may correct the specific complaint. The total cost incurred by Public Works will be deducted and forfeit from the payments owing to the Contractor from Public Works.

J. Safety

1. The Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to full compliance with the terms of the applicable OSHA and CAL-OSHA Safety Orders at all times to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.

2. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director/designee shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections, including, but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a

complete written report thereof to the Director/designee within five (5) days following the occurrence.

K. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service shall be as follows:

   a. For the months of November through April, 7:00 a.m. to 3:30 p.m.

   b. For the months of May through October, 6:00 a.m. to 3:30 p.m.

2. **The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Director/designee.**

L. Maintenance Schedules

1. **The Contractor shall, within ten (10) days after the effective date of this Contract, submit a work schedule to the Director/designee for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon.**

2. **The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director/designee for approval within five (5) working days prior to scheduled time for the work.**

3. The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director/designee for "Specialty Type" maintenance as set forth immediately hereinafter.

4. The Contractor shall notify the Director/designee, in writing, at least two (2) weeks prior to the date and

time of all "Specialty Type" maintenance operations. "Specialty Type" operations are:

a. Fertilization
b. Turf renovation/reseeding
c. Micro-Nutrients/soil amendments
d. Spraying of trees, shrubs or turf
e. Aesthetic tree pruning
f. Other items as determined by the Director/designee

5. The schedule shall specify day(s) of week for work to be done, i.e., second Tuesday or second Tuesday and Thursday, etc.

M. Contractor's Staff

1. The Contractor shall provide sufficient personnel to perform all work according to these Specifications. The Contractor's employees whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

2. The Director/designee may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director/designee, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the Director/designee to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the Director/designee that the conduct and activities of the Contractor's employees shall not be detrimental to the interest of the public patronizing the premises.

3. The Director/designee may require the Contractor to establish an identification system for personnel assigned to the facilities which indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate

attire and/or name badges as approved by the Director/designee.

4 Each Contractor employee shall adhere to a basic standard of working attire. This standard is a uniform, proper shoes and other gear required by State safety regulations and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

N. Signs/Improvements

The Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the Director/designee.

O. Utilities

The County will pay for all utilities except the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director/designee. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from County will be presented to the Contractor by the Director/designee prior to actual deduction to allow for explanations.

P. Non-Interference

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

Q. Use of Chemicals

1. All Contract work involving the use of chemicals shall be in compliance with all Federal, State and local laws and shall be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The Contractor, in complying with the California Food and Agricultural Code, shall

provide a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License in the proper categories for the work to be done, or a copy of said licenses from a subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained, to the Director/designee.

2. A listing of proposed chemicals to be used including; commercial name, application rates and type of usage, shall be submitted to the Director/designee for approval at the commencement of the Contract. No work shall begin until written approval of use is obtained from the Director/designee.

3. **Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.**

4. **Records of all operations stating dates, times, methods of application, chemical formulations,** applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the PCA recommendation for each application (site specific) shall be provided to the monitor and applicator <u>prior</u> to each application. This shall be in addition to the copy of the usage summary provided to the Agricultural Commissioner.

5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Director/designee.

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

7. Chemicals shall be applied when air currents are still; to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

R. Ongoing Maintenance Tasks

1. Management/Supervision

a. The Contractor shall provide fully trained and qualified personnel as well as appropriate materials, supplies and equipment.

b. The Contractor's staff shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory staff's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the Director/designee.

c. The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each location shall be kept with each operating crew.

d. The Contractor's executive, management or supervisory staff shall provide ongoing follow-up behind operations to ensure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections, shall be utilized as substitutions for ongoing direction and management of the Contractor's staff.

2. Mowing - Operation

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

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

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

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

e. Mowing operation shall be on a schedule that is acceptable to the Director/designee.

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

g. Mowing of turf at each facility shall be completed in one operation.

3. **Mowing - Frequency**

All turf areas shall receive no less than the following:

a. **During the warm season (April to November) all turf areas shall be mowed no less than once every week for a total mowing frequency of 35.**

b. During the cool season (December through March) all turf areas shall be mowed no less than once every two weeks for a total mowing frequency of eight (8).

4. Mowing Site Inspection and Reporting

a. **Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.**

Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers shall be responded to immediately.

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

5. Mechanical Edging - Operation

a. All turf edges, including designed edges in flower beds, shall be kept neatly edged and all grass invasions must be eliminated.

b. All turf edges, including, but not limited to sidewalks, driveways, curbs, shrub beds, flower beds ground-cover beds and around tree bases shall be edged to a neat and uniform line.

c. Mechanical edging of turf shall be completed as one operation in a way that results in a well-defined, V-shaped edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.

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

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

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

6. Mechanical Edging - Frequency

a. Mechanical edging of turf shall be performed 24 times per year; once every two (2) weeks.

b. Mechanical edging of ground cover shall be performed 12 times per year; once per month

7. Weed Removal - Operation

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

b. Methods for removal of weeds can incorporate one or all four of the following:

Hand removal (Mechanical)
Cultivation
Chemical Eradication
Mulching

c. Remove or control all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas and undeveloped areas.

d. **Remove all weeds, mechanically, from shrub beds, planters and other cultivated areas.**

e. **Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.**

f. After a complete kill, all dead weeds shall be removed from the areas.

8. Weed Removal - Frequency

a. **Walkways, beds, planter and landscape shall be inspected, spot treated and weeds removed; twice each month.**

b. Developed areas of a facility that have become denuded shall be maintained weed free; once each month.

c. Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once a month.

9. Litter Control - Operation

a. Complete policing and litter pickups to remove paper, rocks, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained, including, but not limited to: walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, shall be accomplished to ensure a neat appearance.

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

c. Litter pickup shall be completed as early in the day as possible, but never later than 11:00 a.m.

d. Litter picked up on the site shall be placed in trash bins and not in trash containers.

10. Litter Control - Frequency

Turf, beds, planters, walkways, sidewalks, paved or rock chipped medians or islands, gutter areas, drainage areas, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, roadways, parking spaces; on Mondays.

11. Raking - Operation

Accumulation of leaves shall be removed from all landscaped areas including beds, planters and turf areas under trees and placed in appropriate trash bin(s).

12. Raking - Frequency

a. Turf under trees; once per week.

b. Shrub beds and planters; once per week.

13. Shrub Pruning and Hedge Trimming - Operation

a. All plant materials shall be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations.

b. Designated formal plant materials shall be trimmed to maintain formal hedges and topiary work.

c. All dead shrubs shall be removed.

d. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

e. All pruned or trimmed plant material shall be removed and placed in appropriate trash bin(s) the same day.

14. Shrub Pruning and Hedge Trimming - Frequency

a. Pruning shrubs for safety (vehicular and pedestrian visibility and access); once per month.

b. Formal hedge trimming; once per month.

c. Ground cover thinning; once per month.

15. Sweeping - Operation

a. Concrete areas shall be checked for cracks, crevices and deterioration. When found the Contractor shall immediately notify Director/designee.

b. Walkways, and steps shall be cleaned including, but not limited to the removal of all foreign objects from surfaces such as gum, grease, broken

glass, cans, bottles and other foreign objects not designed to be part of the island, etc.

c. Methods for sweeping of designed areas can incorporate one or all of the following:

(1) Power pack blowers
(2) Vacuums
(3) Brooms
(4) Push power blowers

d. In the event the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. If power blowers are forbidden, Contractor shall find alternate ways to accomplish the task. The Contractor shall not use any power equipment Monday through Friday, prior to 7:00 a.m., nor later than 3:30 p.m. Further, any schedule of such operations may be modified by Director/designee to ensure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.

e. Supplemental hand sweeping of parking space gutters and other parking spaces shall be required in those areas inaccessible to power equipment.

16. Sweeping - Frequency

a. Sweeping of the hard surface areas, parking space gutters and inaccessible areas, walks, steps and hard surface areas; twice per month.

17. Aerification - Operation

a. Aerate all turf areas by using a device that removes one half (½) inch cores to a depth of two (2) inches and not more than six (6) inch spacing.

b. Turf aerification shall be accomplished during April through November.

c. Planned dates shall be furnished prior to the start of Contract.

18. Aerification - Frequency

Aerify turf twice per year.

19. Rodent Control - Operation

All areas shall be maintained free of rodents, including, but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees and irrigation systems. Fumitoxin (Aluminum Phosphide) will be used for this control.

20. General Landscape Maintenance - Site Inspection and Reporting

a. Prior to proceeding with any general landscape maintenance task, the site shall be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.

b. If an operation cannot be thoroughly completed within the designated time frame, the Director/designee shall be immediately notified through the Contractor's communication network.

21. Chemical Edging Detailing - Operation

a. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift. Precautionary measures shall be employed since all areas will be open for public access during application.

b. Water shall not be applied to treated areas for 48 hours after each application.

c. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least 18 inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.

d. Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.

e. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width shall be considered normal.

f. **Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.**

g. After a complete kill, all dead weeds shall be removed from the area.

22. Chemical Edging/Detailing - Frequency

a. Chemical turf detailing around trees, turf boundaries and various irrigation components; once every two (2) months, or as stated.

b. Chemical application: beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, roadways, frontage roads, stream beds, slopes and hillsides; once each month.

23. Chemical Application - Site Inspection and Reporting

a. Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.

b. If an operation cannot be thoroughly completed within the designated time frame, Public Works

shall be immediately notified through the Contractor's communication network.

24. Watering and Irrigation System Management

a. Since water requirements by plant vary according to the season and a particular year, the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade and location in the individual planters. The variation in the size of plants installed as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

On some medians, native plant material might be planted which would require only a minimal amount of water. Over-watering these plants will cause them to die and replacement shall be the responsibility of the Contractor. A moisture sensing device may be attached to the controller to help control over-watering. Trees may have a combination of flood bubblers and drip emitters on the same or separate supply lines.

b. To provide adequate soil moisture, the Contractor shall consider the soil conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.

c. Watering shall be regulated to avoid interference with any use of the roadways, paving, walks or areas as designated for scheduled special events.

d. In the areas where wind creates problems of spraying water onto private property or road rights of way, the controllers shall be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water shall not sheet over the roadway. Any run off of water is not to be tolerated.

e. Irrigation system shall be controlled as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning. Excess watering of native plants is to be discouraged.

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

g. All ground cover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.

h. The Contractor shall be responsible for the operation of the automatic controllers, valves, sprinkler heads and drip emitters in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested according to these Specifications and frequencies specified herein.

i. The Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems

shall include, but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

j. The Contractor shall be responsible for maintenance of the irrigation system by performing the following tasks:

1) Inspecting and reporting the status of the irrigation system.

2) Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).

3) Repair or replacement of sprinkler heads having a ½ inch inlet.

4) Locate and inform Director/designee of malfunctioning and/or inoperable sprinkler heads having a 3/4 inch or larger inlet. Remove such heads and replace same with heads as provided by, and instructed by, the Director/designee. County will be responsible for providing to the Contractor sprinkler heads with a 3/4 inch inlet or greater.

5) Providing all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear.

6) Providing replacements of all risers and swing joints due to normal wear.

7) Flushing irrigation pipelines following repairs and replacements.

8) Recovering and refastening of removed valve box covers.

9) Conferring with the Director/designee regarding the need for replacement or relocation of inoperable sprinkler heads. County will require the Contractor, at no additional cost, to exchange operable with inoperable sprinkler head(s) to priority

areas within the median, as identified by the Director/designee.

10) Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade per as illustrated in Exhibit D.

11) Notify the Director/designee of any damaged or inoperable major irrigation components, indicating the problem, location, size and type of irrigation equipment. County will be responsible for the following components of the irrigation system: quick couplers, pumping systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.

12) Replacing all irrigation components provided by County to the Contractor shall be completed within 24 hours upon receiving the component from the County.

13) Completing piping replacement of the irrigation system shall not be required by the Contractor. County will be responsible for the repair or replacement of leaking main and lateral irrigation lines.

14) Replacing irrigation components identified as the Contractor's responsibility shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.

15) Repairing all broken or missing sprinkler heads or emitters causing a loss of a large amount of water immediately.

16) Repairing irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the Director/designee prior to any installation thereof.

25. Irrigation System Operability and Testing - Operation

a. To insure the operability of the irrigation system, the Contractor shall cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director/designee.

b. During the testing, the Contractor shall:

1) Adjust all sprinkler heads and drip emitters for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property.

2) Unplug clogged heads and flush lines to free lines of rock, mud and debris.

3) Record and report all system malfunctions, damage and obstructions to the Director/designee and take corrective action.

4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

c. Beyond regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

d. Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.

e. Correct malfunctioning irrigation systems and equipment identified as the Contractor's responsibility within one (1) watering cycle of identification or following verbal notification.

f. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director/designee.

26. Irrigation System Operability and Testing - Frequency

Operation and maintenance of the irrigation system shall receive from the Contractor no less than the following:

a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads; once per month or more frequently if problems/conditions indicate a need.

b. Adjust and correct for coverage; once per week.

c. Repair and/or replace, as determined by the Director/designee, damaged or inoperable sprinkler heads; as needed.

d. Visual inspection of systems impact on median and checking of valve boxes for safety and security purposes; once per week.

e. Flush irrigation pipelines after repair or replacement of irrigation components; as needed.

f. If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director/designee may opt to pay the Contractor supplementally to continue the manual manipulation, or the Director/designee may decide to terminate the supplemental irrigation.

27. Watering and Irrigation System Management - Site Inspection and Reporting

a. Each time a location is scheduled to receive services, the Contractor shall check the facility for irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall

be done by knowledgeable and responsible Contractor employees.

b. The Contractor shall report malfunctions, hazards, and emergencies immediately to the Director/designee.

c. If an operation cannot be thoroughly completed within the designated time frame, the Director/designee shall be immediately notified through the Contractor's communication network.

d. **All Contractor's crews and supervisors working or reviewing a site shall be responsible for reporting malfunctions and mitigating any hazards.**

e. **All lateral drip lines, despite size, shall be the responsibility of the Contractor for maintenance and replacement. The composition of these lines may vary depending on their location.**

f. Drip emitters may become clogged with debris or calcium deposits and may need to be cleaned or replaced more frequently than spray heads. Drip emitters shall not be replaced with other types of watering devices without the written consent of the Director/designee.

g. **Filters for a drip system shall be maintained to help prevent the emitters from clogging. The** cost for this shall be part of the Irrigation/Watering proposal item.

S. Seasonal Specialty Tasks

The following seasonal specialty tasks shall be performed at the request of the Director/designee for which the Contractor will be compensated per the identified cost according to Part I, Section 5, Method of Payment.

1. Shrub and Tree Care/Pruning - Operation

a. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:

1) All trees shall be trimmed, shaped and thinned.

2) All dead and damaged branches and limbs shall be removed, and a smooth cut shall be made outside the branch bark ridge.

3) All trees shall be trimmed to prevent encroachment on private property.

b. Shrubs shall be pruned to encourage healthy growth habits and for shape to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.

c. **Pruning Procedures**

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

2) All limbs 1½ inches or greater in diameter shall be undercut to prevent splitting.

3) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

4) All cuts exceeding ½ inch shall be treated with an appropriate tree heal compound.

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

6) Climbing spurs shall not be used.

d. Pruning Criteria

1) The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.

2) All trees shall be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and 14 feet for vehicular roadways.

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

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

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

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

7) No stubs shall be permitted.

8) All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage shall be reported to the Director/designee.

9) Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.

10) All trimming and debris shall be removed and disposed of offsite at the end of each day's work.

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

shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.

2. Renovation/Vertical Mowing - Operation

a. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.

b. Sweep or take the dislodged thatch from the turf areas and place in appropriate trash bin(s).

c. Standard renovating or vertical mowing type equipment shall be used.

d. **Vertical mowing to remove the thatch in turf areas shall be done to encourage healthy growth and to maintain acceptable appearance.**

e. **Renovation-Turf**

1) Renovate to the soil line and remove all excessive thatch in turf area.

2) After the thatch is removed and upon completion of turf renovation all turf areas shall be over seeded, mulched and watered.

3) Areas to be over seeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Director/designee.

4) Mulch shall be spread evenly over the entire area to a uniform depth.

f. All planted areas shall be cultivated to encourage water penetration, fertilizer absorption and gaseous exchange.

3. Turf Reseeding/Restoration of Bare Areas - Operation

a. The Contractor shall overseed all damaged, vandalized and bare areas to reestablish turf to an acceptable quality.

c. The Contractor may once each year, in the fall, overseed all turf areas after aerification and overseed all bare spots as-needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate or verticut, seed and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Director/designee may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

Overseeding shall be sown at a rate of five (5) pounds per 1,000 square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per 1,000 square feet. The following seed specifications shall be used for all overseeding and reseeding:

Name	Prop	Purity	Germination
Newport Blue Grass Lolium Perenne	20%	95%	90%
"Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control - Operation

a. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including, but not limited to trees, shrubs, ground cover and turf.

b. The Director/designee shall be notified immediately of any disease, insects or unusual conditions that might develop.

c. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

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

5. Plant Materials - Operation

a. Plant materials shall conform to the requirements of the Landscape Plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to insure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

b. Substitutions may be allowed, but only with prior written approval by the Director/designee.

c. Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.

d. Quality

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

2) All trees shall be measured six (6) inches above the ground surface.

3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.

4) Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.

5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Director/designee.

e. All shrubs shall be guaranteed to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Director/designee.

6. Fertilization - Operation

a. All fertilizer/micronutrient shall be approved by the Director/designee prior to application.

b. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

c. All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 412.

d. Areas shall be fertilized utilizing ratios and mixtures recommended by the Director/designee at the rate of application per the manufacturer's recommendation.

T. Specific Requirements

1. Locks and Keys

a. County may develop a lock system with a specific number of locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any County-owned locks initially provided to the Contractor. County shall provide the Contractor on a one-for-one exchange, locks that have been vandalized or are inoperable.

b. Contractor may provide lock system, at Contractor's expense.

c. The Contractor shall:

1) Be responsible for the series of keys provided by the County and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.

2) Be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.

3) Report all lost or stolen keys to the Director/designee within 24 hours of discovery of the loss. The Contractor shall reimburse the County for the cost, as determined by the Director/designee, of rekeying the location or duplicating additional keys.

4. Upon termination, cancellation or expiration of this Contract, return all keys received from the County, or keys for locks replaced by the Contractor, to the Director/designee.

5. Not duplicate any keys provided by the County. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a $500 fine or both.

U. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for the County shall be required to divert all landscape materials from any landfills and co-generation facilities. Landscape materials utilized for alternate daily landfill cover is currently acceptable for diversion credit.

Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, co-composting, mulching, soil amendment, and wood chip products.

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

V. National Pollutant Discharge Elimination System

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

W. Duration of Contract

The Contract shall be for a period of two years commencing December 1, 2003, or upon Board approval, whichever is last. At the discretion of the County, this Contract may thereafter be extended in increments of one year, not to exceed a total contract period of five 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.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A Award of Contract

The County reserves the right to award the Contract to the Proposer(s) whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee(s) shall sign and return this 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 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 the 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, Public Works may recommend the

award of a Contract to one or more of those submitting Proposals. The proposed Contract will be submitted to the 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 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.

i. Proposer has supplied a copy of the California Certified Applicator's license.

2. Proposals passing the first step will be evaluated based on the following criteria:

a. Proposed Price (60 points)

The proposed price should accurately reflect Proposer's cost of providing the required services and any profit expected during the Contract term. 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 (60 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 (60 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.

Notwithstanding the ranking of the Proposal prices and overall Proposal scores, no contract shall be awarded to a Proposer unless the Proposer's annual price to perform these services is less than the County's total annual avoidable cost.

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. References (15 points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to other County departments. One or more unfavorable references may result in **rejection of the Proposal.**

c. **Experience (10 points)**

The evaluators may award a maximum of 10 points for the quality and quantity of experience of the Proposer and its key personnel and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 1.C.3), and any other relevant information. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

d. Financial Resources (5 points)

Proposer's financial statements will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can continue to pay the living wage as defined here in Part I, Section 7, Compliance with Living Wage Program, and can perform the work throughout the term of the Contract. The evaluation committee may consult with Public Works financial management staff regarding this evaluation category. A score of

zero in this evaluation category may result in rejection of the Proposal.

e. Work Plan (10 points)

Scoring of the Proposer's detailed work plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements of the scope of work, respond to contingencies and emergencies, and render timely and responsive service to Public Works. The evaluation committee may make this determination from all relevant information presented, which may include but is not limited to Proposer's:

- **Work Plan of Action/Approach (Part I, Section 1.C.4), including personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification, safety, communications, and quality control;**
- Staffing plan (Part I, Section 1.C.4; and
- Proposer's Cost methodology (Exhibit I).

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

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 Ocie Ransfer, 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 other- wise 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:

Personal Property: Automobiles and Mobile Equipment - Special form ("all risk") coverage for the actual cash value of County-owned or leased property.

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 $100, unless otherwise provided in these Specifications.

Execution of this Contract shall constitute agreement by the County and Contractor that $100 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

The Contractor shall present monthly invoices in triplicate (one original and two copies) for all services furnished during the preceding month. The County agrees to initiate payment approval within five business days of the receipt of a properly completed invoice from the Contractor. Approval and payment by the County will be done within 30 days. Invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division
Accounts Payable
P.O. Box 7508
Alhambra, CA 91802_7508

For living wage exempt Contractor, monthly invoices shall indicate inclusive dates of services, contract number, name of the Contractor's employee(s), the work performed (identified by the Wage Rate in Part I, Section 6), and mileage data, if applicable. Additionally, the Contractor shall submit with the invoice, on County_provided payment detail forms, information for each employee which will identify date, project name, hours, wage rate, applicable mileage, etc.

B. No Cost of Living Adjustment

No cost of living adjustment shall be made.

SECTION 6

SCHEDULE OF PRICES FOR

LANDSCAPE MAINTENANCE - EAST LOS ANGELES STREET MEDIANS

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the annual frequencies set forth herein.

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Beverly Boulevard Median - Woods Ave to MTB City Boundry				
GROUP I - Not Applicable				
GROUP II				
1.	Weed Removal			
	a. Walks, Beds, Planters, Ground Cover Hardscape	24	_____	_____
	b. Bare Areas	24	_____	_____
2.	Litter Control			
	a. Developed Areas	52 (On Mondays)	_____	_____
3.	Raking			
	a. Planter Beds and Planters	24	_____	_____
4.	Clearance Pruning/ Hedge Trimming			
	a. Tree Safety Clearance/ Tree Pruning	N/A	_____	_____
	b. Shrub Safety Clearance/ Shrub Pruning	12	_____	_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Beverly Boulevard Median				
GROUP II (cont.)				
	c. Hedge Shaping and Trimming	12		
5.	Sweeping			
	a. Hard Surfaces, Walks, Steps	24		
6.	**Site Inspection and Reporting**			
	a. Per Requirements	52		
7.	**Management/Supervision**	52		
	GROUP II Total Annual Costs			
	GROUP II Estimated Annual Man-Hours			
GROUP III				
8.	Chemical Application			
	a. Beds and Planters, Walkways, Hard Surfaces, Developed Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, - With Systemic Herbicides.	6		
9.	**Site Inspection and Reporting**			
	a. Per Requirements	52		
10.	Management/Supervision	52		
	GROUP III Total Annual Costs			
	GROUP III Estimated Annual Man-Hours			

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Beverly Boulevard Median				
GROUP IV				
11.	Irrigation/Watering - Manual or Automatic			
	a. Valve Box Integrity - replace covers, check for safety & security	52		
	b. Inspect, Operate, Control and Make Adjustments	52		
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	As-Needed		N/C
	d. Manual Watering of Trees, Turf & Shrubs	Per Request		
12.	Site Inspection and Reporting			
	a. Per Requirements	52		
13.	Management/Supervision	52		
	GROUP IV Total Annual Costs			
	GROUP IV Estimated Annual Man-Hours			

COST SUMMARY

FACILITY: Beverly Boulevard Median

	COSTS	MAN-HOURS
GROUP I	$ N/A	N/A
GROUP II		
GROUP III		
GROUP IV		
TOTAL	$	

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: First Street and Gleason Street Parkways (2)				
GROUP I - Not Applicable				
GROUP II				
1.	Weed Removal			
	a. Walks, Beds, Planters, Ground Cover Hardscape	24		
	b. Bare Areas	24		
2.	Litter Control			
	a. Developed Areas	52 (On Mondays)		
3.	Raking			
	a. Under Trees	24		
4.	Fungus Control for Disease on Shrubs	As required		
5.	Clearance Pruning/ Hedge Trimming			
	a. Tree & Shrub Safety Clearance/Tree Pruning	6		
	b. Hedge Shaping and Trimming	6		
6.	Site Inspection and Reporting			
	a. Per Requirements	52		
7.	Management/Supervision	52		
	GROUP II Total Annual Costs			
	GROUP II Estimated Annual Man-Hours			
GROUP III - Not Applicable				

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: First Street & Gleason Street Pkwys				
GROUP IV				
8.	Irrigation/Watering - Manual or Automatic			
	a. Valve Box Integrity - replace covers, check for safety & security	52		
	b. Inspect, Operate, Control and Make Adjustments	52		
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	As-Needed		N/C
	d. Manual Watering of Trees & Shrubs	104		
9.	Site Inspection and Reporting			
	a. Per Requirements	52		
10.	Management/Supervision	52		
	GROUP IV Total Annual Costs			
	GROUP IV Estimated Annual Man-Hours			

COST SUMMARY

FACILITY: First Street and Gleason Street Parkways

	COSTS	MAN-HOURS
GROUP I	$ N/A	
GROUP II		
GROUP III	N/A	
GROUP IV		
TOTAL	$	

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Clea Avenue and Vancouver Avenue Medians				
GROUP I				
1.	Mowing			
	a. General Turf Areas	43	_____	_____
2.	Site Inspection and Reporting			
	a. Per Requirements	43	_____	_____
3.	**Management/Supervision**	43	_____	_____
	GROUP I Total Annual Costs			_____
	GROUP I Estimated Annual Man-Hours			_____
GROUP II				
4.	**Mechanical Edging**			
	a. Turf Areas	24	_____	_____
5.	Litter Control			
	a. Developed Areas	52 (On Mondays)	_____	_____
6.	Raking			
	a. Turf Under Trees	12	_____	_____
7.	Clearance Pruning/Hedge Trimming			
	a. Tree Safety Clearance/ Tree Pruning	N/A	_____	_____
8.	Sweeping			
	a. Hard Surfaces, Walks, Steps, Curbs & Gutters	24	_____	_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Clea Avenue & Vancouver Avenue Median				
GROUP II (cont.)				
9.	Aerification			
	a. April & November	2		
10.	Rodent Control			
	a. Per Specification	Per Request		XXX
11.	**Site Inspection and Reporting**			
	a. Per Requirements	52		
12.	**Management/Supervision**	52		
	GROUP II Total Annual Costs			
	GROUP II Estimated Annual Man-Hours			
GROUP III				
13.	Chemical Application			
	a. Turf - detailing general turf areas with systemic herbicides (No spraying on base of trees)	4		
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways - With Systemic Herbicides.	3		
14.	Site Inspection and Reporting			
	a. Per Requirements	52		
15.	Management/Supervision	52		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Clea Avenue & Vancouver Avenue Median				
	GROUP III Total Annual Costs			_____
	GROUP III Estimated Annual Man-Hours			_____
GROUP IV				
16.	Irrigation/Watering - Manual			
	a. Valve Box Integrity - replace covers, check for safety & security	52	_____	_____
	b. Inspect, Operate, Control and Make Adjustments	52	_____	_____
	c. Repair, Replace, Relocate Sprinkler Heads	As-Needed	_____	N/C
	d. Manual Watering of Turf & Shrubs	Per Request	_____	XXX
17.	Site Inspection and Reporting			
	a. Per Requirements	52	_____	_____
18.	**Management/Supervision**	52	_____	_____
	GROUP IV Total Annual Costs			_____
	GROUP IV Estimated Annual Man-Hours			_____

COST SUMMARY

FACILITY: Clea Avenue and Vancouver Avenue Medians

	COSTS	MAN-HOURS
GROUP I	$_____	_____
GROUP II	_____	_____
GROUP III	_____	_____
GROUP IV	_____	_____
TOTAL	$_____	_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Mednik Avenue/Arizona Avenue Median				
GROUP I - Not Applicable				
GROUP II				
1.	Weed Removal			
	a. Walks, Beds, Planters, Ground Cover Hardscape	24		
	b. Bare Areas	24		
2.	Litter Control			
	a. Developed Areas	52 (On Mondays)		
3.	Raking			
	a. Planter Beds	24		
4.	Clearance Pruning/ Hedge Trimming			
	a. Tree & Shrub Safety Clearance/Tree Pruning	1		
	b. Hedge Shaping and Trimming	6		
5.	Sweeping			
	a. Hard Surfaces, Walks, Steps, Concrete, Gravel, Curbs, Gutters	12		
6.	Site Inspection and Reporting			
	a. Per Requirements	52		
7.	Management/Supervision	52		
	GROUP II Total Annual Costs			
	GROUP II Estimated Annual Man-Hours			

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Mednik Avenue/Arizona Avenue Median				
GROUP III - Not Applicable				
GROUP IV				
8.	Irrigation/Watering - Manual			
	a. Valve Box Integrity - replace covers, check for safety & security	52		
	b. Inspect, Operate, Control and Make Adjustments	52		
	c. Repair, Replace, Relocate Sprinkler Heads	As-Needed		N/C
	d. Manual Watering of Turf & Shrubs	104		

COST SUMMARY

FACILITY: Mednik Avenue/Arizona Avenue Median

	COSTS	MAN-HOURS
GROUP I	$ N/A	N/A
GROUP II		
GROUP III	$ N/A	N/A
GROUP IV	$	
TOTAL	$	

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Woods Avenue Medians				
GROUP I				
1.	Mowing			
	a. General Turf Areas	43	_____	_____
2.	Site Inspection and Reporting			
	a. Per Requirements	43	_____	_____
3.	**Management/Supervision**	43	_____	_____
	GROUP I Total Annual Costs			_____
	GROUP I Estimated Annual Man-Hours			_____
GROUP II				
4.	Mechanical Edging			
	a. Turf Areas	24	_____	_____
5.	Litter Control			
	a. Developed Areas	52 (On Mondays)	_____	_____
6.	Raking			
	a. Under Trees	12	_____	_____
7.	Clearance Pruning/Hedge Trimming			
	a. Tree & Shrub Safety Clearance/Tree Pruning	N/A	_____	_____
8.	Sweeping			
	a. Hard Surfaces, Walks, Steps, Curb and Gutter	N/A	_____	_____
9.	Aerification			
	a. April and November	2	_____	

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Woods Avenue Median				
GROUP II (cont.)				
10.	Site Inspection and Reporting			
	a. Per Requirements	52		
11.	Management/Supervision	52		
	GROUP II Total Annual Costs			
	GROUP II Estimated Annual Man-Hours			
GROUP III				
12.	**Chemical Application**			
	a. Turf - detailing general turf areas with systemic herbicides curb and gutters (No spraying In back of trees.)	6		
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways - With Systemic Herbicides.	6		
13.	Site Inspection and Reporting			
	a. Per Requirements	52		
14.	Management/Supervision	52		
	GROUP III Total Annual Costs			
	GROUP III Estimated Annual Man-Hours			
GROUP IV				
15.	Irrigation/Watering - Manual			
	a. Valve Box Integrity - replace covers, check for safety & security	52		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Woods Avenue Median				
GROUP IV (cont.)				
	b. Inspect, Operate, Control and Make Adjustments	52		
	c. Repair, Replace, Relocate Sprinkler Heads	As-Needed	52	N/C
	d. Manual Watering of Turf & Shrubs	104		XXX
16.	Site Inspection and Reporting			
	a. Per Requirements	52		
17.	Management/Supervision	52		
	GROUP IV Total Annual Costs			
	GROUP IV Estimated Annual Man-Hours			

COST SUMMARY

FACILITY: Woods Avenue Medians

	COSTS	MAN-HOURS
GROUP I	$	
GROUP II		
GROUP III		
GROUP IV		
TOTAL	$	

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Bella Vista Median				
GROUP I				
1.	Mowing			
	a. General Turf Areas	43		
2.	Site Inspection and Reporting			
	a. Per Requirements	43		
3.	**Management/Supervision**	43		
	GROUP I Total Annual Costs			
	GROUP I Estimated Annual Man-Hours			
GROUP II				
4.	Mechanical Edging			
	a. Turf Areas	24		
5.	Litter Control			
	a. Developed Areas	52 (On Mondays)		
6.	Raking			
	a. Turf Under Trees	12		
7.	Clearance Pruning/Hedge Trimming			
	a. Tree & Shrub Safety Clearance/Tree Pruning	2		
	b. Hedge Shaping and Trimming	1		
8.	Sweeping			
	a. Hard Surfaces, Walks, Steps and Gutters	12		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Bella Vista Median				
GROUP II (cont.)				
9.	Aerification			
	a. April and November	2		
10.	Rodent Control			
	a. Per Specification	Per Request		XXX
11.	**Site Inspection and Reporting**			
	a. Per Requirements	52		
12.	**Management/Supervision**	52		
	GROUP II Total Annual Costs			
	GROUP II Estimated Annual Man-Hours			
GROUP III				
13.	Chemical Application			
	a. Turf - detailing general turf areas with systemic herbicides No spraying at base of trees. Curb and Gutters	N/A		
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways - With Systemic Herbicides.	N/A		
14.	Site Inspection and Reporting			
	a. Per Requirements	N/A		
15.	Management/Supervision	N/A		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Bella Vista Median				
GROUP III (cont.)				
	GROUP III Total Annual Costs			
	GROUP III Estimated Annual Man-Hours			
GROUP IV				
16.	Irrigation/Watering - Manual			
	a. Valve Box Integrity - replace covers, check for safety & security	52		
	b. Inspect, Operate, Control and Make Adjustments	52		
	c. Repair, Replace, Relocate Sprinkler Heads	As-Needed		N/C
	d. Manual Watering of Turf & Shrubs	Per N/A		
17.	Site Inspection and Reporting			
	a. Per Requirements	52		
18.	Management/Supervision	52		
	GROUP IV Total Annual Costs			
	GROUP IV Estimated Annual Man-Hours			

COST SUMMARY

FACILITY: Bella Vista Medians

	COSTS	MAN-HOURS
GROUP I	$_____	_____
GROUP II	_____	_____
GROUP III	_____	_____
GROUP IV	_____	_____
TOTAL	$_____	_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Atlantic Boulevard - S/O Pomona Fwy to Repetto Street				
GROUP I				
1.	Mowing			
	a. General Turf Areas	N/A	_____	_____
2.	Site Inspection and Reporting			
	a. Per Requirements	N/A	_____	_____
3.	**Management/Supervision**	N/A	_____	_____
	GROUP I Total Annual Costs			_____
	GROUP I Estimated Annual Man-Hours			_____
GROUP II				
4.	Mechanical Edging			
	a. Turf Areas	N/A	_____	_____
	b. Ground Covering	N/A	_____	_____
5.	Weed Removal			
	a. Walks, Beds, Planters, Ground Cover Hardscape	24	_____	_____
	b. Bare Areas	N/A	_____	_____
	c. Undeveloped Areas	N/A	_____	_____
6.	Litter Control			
	a. Developed Areas	52 (On Mondays)	_____	_____
	b. Undeveloped Areas	N/A	_____	_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Atlantic Boulevard - S/O Pomona Fwy to Repetto Street				
GROUP II (Cont.)				
7.	Raking			
	a. Turf Under Trees	N/A		
	b. Planter Bed and Planters	N/A		
8.	Clearance Pruning/Hedge Trimming			
	a. Tree & Shrub Safety Clearance/Tree Pruning	4		
	b. Hedge Shaping and Trimming	N/A		
	c. Hedge Shaping and Trimming	N/A		
	d. Groundcover Thinning/ Turf Reseeding	N/A		
9.	Sweeping			
	a. Hard Surfaces, Walks, Steps	12		
10.	Aerification			
	a. Per Specifications	N/A		
11.	Rodent Control			
	a. Per Specification	Per Request		XXX
12.	Turf and Plant Fertilization	N/A		
13.	Mulch			
	a. Replenish Mulch	N/A		
14.	Site Inspection and Reporting			
	a. Per Requirements	52		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Atlantic Boulevard - S/O Pomona Fwy to Repetto Street				
GROUP II (Cont.)				
15.	Management/Supervision	52	_____	_____
	GROUP II Total Annual Costs			_____
	GROUP II Estimated Annual Man-Hours			_____
GROUP III				
16.	**Chemical Application**			
	a. **Turf - detailing general turf areas with systemic herbicides No spraying at base of trees. Curb and Gutters**	**N/A**	_____	_____
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways - With Systemic Herbicides.	4	_____	_____
17.	Site Inspection and Reporting			
	a. Per Requirements	N/A	_____	_____
18.	Management/Supervision	12	_____	_____
	GROUP III Total Annual Costs			_____
	GROUP III Estimated Annual Man-Hours			_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: Atlantic Boulevard - S/O Pomona Fwy to Repetto Street

GROUP IV

19. Maintenance Description -

a. Valve Box Integrity - replace covers, check for safety & security	52	_____	_____
b. Inspect, Operate, Control and Make Adjustments	2	_____	_____
c. Inspect salt build-up and inject solutions for clearing	As-Needed	_____	_____
d. Repair, Replace, Relocate Sprinkler Heads Tree blubbers and drip Emitters (including Labor and Materials	As-Needed	_____	_____
e. Inspect excessively wet & dry areas	52	_____	_____
f. Flush and inspect Y-filter at each RCV	N/A	_____	_____
g. Flush and inspect Y-filter at each RCV	N/A	_____	_____
h. Reset rain sensor on controller	As-Needed	_____	_____
i. Flush each irrigation system (6 and every time any work is done on the irrigation system	_____	_____	_____
j. Manual water of shrubs, ground covers and trees	N/A	_____	_____

Note: All irrigation replacement parts shall be as per original installation or approved equal by the County of Los Angeles.

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: Atlantic Boulevard - S/O Pomona Fwy to Repetto Street

GROUP IV (cont.)

20.	Site Inspection and Reporting			
	a. Per Requirements	N/A	_____	_____
21.	Management/Supervision	12	_____	_____

GROUP IV Total Annual Costs _____

GROUP IV Estimated Annual Man-Hours _____

COST SUMMARY

FACILITY: Atlantic Boulevard - S/O Pomona Fwy to Repetto Street

	COSTS	MAN-HOURS
GROUP I	$_____	_____
GROUP II	_____	_____
GROUP III	_____	_____
GROUP IV	_____	_____
TOTAL	$_____	_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: City Terrace at Eastern Avenue - Marengo Street to Miller Street

GROUP I

1.	Mowing			
	a. General Turf Areas	N/A		
2.	Site Inspection and Reporting			
	a. Per Requirements	N/A		
3.	Management/Supervision	N/A		
	GROUP I Total Annual Costs			
	GROUP I Estimated Annual Man-Hours			

GROUP II

4.	Mechanical Edging			
	a. Turf Areas	4		
	b. Ground Covering	N/A		
5.	Weed Removal			
	a. Walks, Beds, Planters, Ground Cover Hardscape	12		
	b. Bare Areas	N/A		
	c. Undeveloped Areas	N/A		
6.	Litter Control			
	a. Developed Areas	52		
	b. Undeveloped Areas	N/A		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: City Terrace at Eastern Avenue - Marengo Street to Miller Street				
GROUP II (cont.)				
7.	Raking			
	a. Turf Under Trees	N/A		
	b. Planter Bed and Planters	N/A		
8.	Clearance Pruning/Hedge Trimming			
	a. Tree & Shrub Safety Clearance/Tree Pruning	3		
	b. Hedge Shaping and Trimming	N/A		
	c. Hedge Shaping and Trimming	3		
	d. Groundcover Thinning/ Turf Reseeding	N/A		
9.	Sweeping			
	a. Hard Surfaces, Walks, Steps	12		
10.	Aerification			
	a. Per Specifications	N/A		
11.	Rodent Control			
	a. Per Specification	N/A		
12.	Turf and Plant Fertilization	N/A		
13.	Mulch			
	a. Replenish Mulch	N/A		
14.	Site Inspection and Reporting			
	a. Per Requirements	52		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: City Terrace at Eastern Avenue - Marengo Street to Miller Street

GROUP II (cont.)

15.	Management/Supervision	52		
	GROUP II Total Annual Costs			
	GROUP II Estimated Annual Man-Hours			

GROUP III

16.	**Chemical Application**			
	a. Turf - detailing general turf areas with systemic herbicides No spraying at base of trees. Curb and Gutters	**N/A**		
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways - With Systemic Herbicides.	**4**		
17.	**Site Inspection and Reporting**			
	a. Per Requirements	N/A		
18.	**Management/Supervision**	**N/A**		
	GROUP III Total Annual Costs			
	GROUP III Estimated Annual Man-Hours			

GROUP IV

19.	Maintenance Description -			
	a. Valve Box Integrity - replace covers, check for safety & security	52		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: City Terrace at Eastern Avenue - Marengo Street to Miller Street

GROUP IV (cont.)

b. Inspect, Operate, Control and Make Adjustments	52	_____	_____
c. Inspect salt build-up and inject solutions for clearing	As-Needed	_____	_____
d. Repair, Replace, Relocate Sprinkler Heads Tree blubbers and drip Emitters (including Labor and Materials	**As-Needed**	_____	_____
e. Inspect excessively wet & dry areas	52	_____	_____
f. Flush and inspect Y-filter at each RCV	2	_____	_____
g. Flush and inspect Y-filter at each RCV	N/A	_____	_____
h. Reset rain sensor on controller	As-Needed	_____	_____
i. Flush each irrigation system (6 and every time any work is done on the irrigation system	N/A	_____	_____
j. Manual water of shrubs, ground covers and trees	N/A	_____	_____

Note: All irrigation replacement parts shall be as per original installation or approved equal by the County of Los Angeles.

20.	Site Inspection and Reporting			
	a. Per Requirements	N/A	_____	_____
21.	Management/Supervision	12	_____	_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: City Terrace at Eastern Avenue - Marengo Street to Miller Street

GROUP IV (cont.)

GROUP IV Total Annual Costs _____

GROUP IV Estimated Annual Man-Hours _____

COST SUMMARY

FACILITY: City Terrace at Eastern Avenue - Marengo Street to Miller Street

	COSTS	MAN-HOURS
GROUP I	$_____	_____
GROUP II	_____	_____
GROUP III	_____	_____
GROUP IV	_____	_____
TOTAL	$_____	_____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
FACILITY: Triangle Median - Intersection on Beverly/Pomona/Atlantic				
GROUP I				
1.	Mowing			
	a. General Turf Areas	N/A		
2.	Site Inspection and Reporting			
	a. Per Requirements	N/A		
3.	**Management/Supervision**	N/A		
	GROUP I Total Annual Costs			
	GROUP I Estimated Annual Man-Hours			
GROUP II				
4.	Mechanical Edging			
	a. Turf Areas	N/A		
	b. Ground Covering	N/A		
5.	Weed Removal			
	a. Walks, Beds, Planters, Ground Cover Hardscape	12		
	b. Bare Areas	N/A		
	c. Undeveloped Areas	N/A		
6.	Litter Control			
	a. Developed Areas	52		
	b. Undeveloped Areas	N/A		
7.	Raking			
	a. Turf Under Trees	N/A		
	b. Planter Bed and Planters	N/A		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: Triangle Median - Intersection on Beverly/Pomona/Atlantic

GROUP II (cont.)

8.	Clearance Pruning/Hedge Trimming			
	a. Tree & Shrub Safety Clearance/Tree Pruning	N/A	_____	_____
	b. Hedge Shaping and Trimming	N/A	_____	_____
	c. Hedge Shaping and Trimming	N/A	_____	_____
	d. Groundcover Thinning/ Turf Reseeding	N/A	_____	_____
9.	Sweeping			
	a. Hard Surfaces, Walks, Steps	N/A	_____	_____
10.	Aerification			
	a. Per Specifications	N/A	_____	_____
11.	Rodent Control			
	a. Per Specification	N/A	_____	_____
12.	Turf and Plant Fertilization	N/A	_____	_____
13.	Mulch			
	a. Replenish Mulch	N/A	_____	_____
14.	Site Inspection and Reporting			
	a. Per Requirements	N/A	_____	_____
15.	Management/Supervision	N/A	_____	_____

GROUP II Total Annual Costs _____

GROUP II Estimated Annual Man-Hours _____

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: Triangle Median - Intersection on Beverly/Pomona/Atlantic

GROUP III

16. Chemical Application

a. Turf - detailing general turf areas with systemic herbicides No spraying at base of trees. Curb and Gutters	N/A		
b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways - With Systemic Herbicides.	4		

17. Site Inspection and Reporting

a. Per Requirements	N/A		
18. Management/Supervision	12		

GROUP III Total Annual Costs _____

GROUP III Estimated Annual Man-Hours _____

GROUP IV

19. Maintenance Description -

a. Valve Box Integrity - replace covers, check for safety & security	52		
b. Inspect, Operate, Control and Make Adjustments	2		
c. Inspect salt build-up and inject solutions for clearing	As-Needed		

ITEM	ITEM DESCRIPTION	FREQUENCY	COST PER FREQUENCY	ANNUAL COST

FACILITY: Triangle Median - Intersection on Beverly/Pomona/Atlantic

GROUP IV (cont.)

d.	Repair, Replace, Relocate Sprinkler Heads Tree blubbers and drip Emitters (including Labor and Materials	As-Needed	_____	_____
e.	Inspect excessively wet & dry areas	N/A	_____	_____
f.	Flush and inspect Y-filter at each RCV	N/A	_____	_____
g.	Flush and inspect Y-filter at each RCV	N/A	_____	_____
h.	Reset rain sensor on controller	As-Needed	_____	_____
i.	Flush each irrigation system (6 and every time any work is done on the irrigation system	N/A	_____	_____
j.	Manual water of shrubs, ground covers and trees	N/A	_____	_____
20.	Site Inspection and Reporting			
a.	Per Requirements	N/A	_____	_____
21.	Management/Supervision	12	_____	_____

Note: All irrigation replacement parts shall be as per original installation or approved equal by the County of Los Angeles.

GROUP IV Total Annual Costs _____

GROUP IV Estimated Annual Man-Hours _____

COST SUMMARY

FACILITY: Triangle Median - Intersection on Beverly/Pomona/Atlantic

		COSTS	MAN-HOURS
GROUP I		$_____	_____
GROUP II		_____	_____
GROUP III		_____	_____
GROUP IV		_____	_____
	TOTAL	$_____	_____

TOTAL COST SUMMARY

EAST LOS ANGELES MEDIANS

FACILITY	TOTAL COSTS	TOTAL MAN-HOURS
Beverly Boulevard Median	$_____	_____
First St. and Gleason St. Pkwys	_____	_____
Clea Ave. & Vancouver Ave. Medians	_____	_____
Mednik Ave./Arizona Ave. Median	_____	_____
Woods Avenue Median	_____	_____
Bella Vista Median	_____	_____
Atlantic Blvd. Median	_____	_____
City Terrace at Eastern Median	_____	_____
Triangle Median	_____	_____
Total Man-Hours		_____
TOTAL PROPOSED ANNUAL PRICE	$_____	

_____

Legal Name of Proposer (Print)

_____

Signature Required License Number

_____

Address

_____ _____ _____

City Zip Code Telephone

SECTION 7

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program (Program) as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall 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 Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours 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; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

2. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

3. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. 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 Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately

be required to pay the living wage for the remaining term of this Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. **Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract.** In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the

concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the

applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good

faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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).

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 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 the 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 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 Business Enterprise Preference Program

1. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise 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 Non-responsibility 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, the 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) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. 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. Right of First Refusal for Employment Openings

Should the Contractor require additional personnel after award of the Contract to perform the services set forth herein, the Contractor shall give the right of first refusal for such employment openings to Public Works employees. Such offers of employment shall be in writing and shall be valid for a period of 15 calendar days.

The Contractor shall not engage the services of other individuals until all such employees have been offered employment and have accepted, refused, or not responded within the 15-day period.

Employment offers to County employees shall be under the same condition and rate of compensation which apply to other individuals who are employed or may be employed by the Contractor.

The Contractor shall maintain records of each employment offer made to County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected, or not responded to.

The County employees who are employed by the Contractor under this section shall not be discharged during the term of the Contract except for cause.

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

1. 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 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 furnishings supplies, services of

any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. 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

2. 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)

SAFELY SURRENDERED BABY FACT SHEET (SPANISH)

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

EXHIBITS

	EXHIBIT A1	VICINITY MAP OF EAST LOS ANGELES MEDIANS
	EXHIBIT A2	GARFIELD AREA MAP
	EXHIBIT A3	CITY TERRACE AREA MAP
	EXHIBIT A4	ATLANTIC AREA MAP 1
	EXHIBIT A5	ATLANTIC AREA MAP 2
	EXHIBIT A6	EAST LOS ANGELES MEDIAN MAP 6
	EXHIBIT A7	EAST LOS ANGELES MEDIAN TABLE
	EXHIBIT B	LOS ANGELES COUNTY CODE CHAPTER 2.201-LIVING WAGE PROGRAM
***	EXHIBIT C	LIVING WAGE ORDINANCE-APPLICATION FOR EXEMPTION
**	EXHIBIT D	CONTRACTOR LIVING WAGE DECLARATION
**	EXHIBIT E	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE
	EXHIBIT F	LABOR/PAYROLL/DEBARMENT HISTORY
**	EXHIBIT G	GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
**	EXHIBIT H	REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE
**	EXHIBIT I	PROPOSER'S COST METHODOLOGY

*** Exhibit to be submitted seven days prior to due date for Proposals

** Exhibits to be submitted with Proposal.

Enclosure B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 196
Bid Title : Landscape Maintenance - East Los Angeles Street Medians
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 6/18/2003
Closing Date : 7/16/2003 5:30 PM
Bid Amount : $ 36,000
Bid Download : Not Available
Bid Description : 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., Wednesday, July 16, 2003, for "Landscape Maintenance – East Los Angeles Street Medians." The estimated annual cost is $36,000.

A Proposers' Conference will be held Wednesday, July 2, 2003, at 9 a.m., in Conference Room A, at 900 South Fremont Avenue, Alhambra, California. 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, contact the 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 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 : 6/19/2003 12:13:04 PM

Back to Last Window

Back to Award Main

Enclosure C.1

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: MOORE GARDENS	
☒ 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): 150

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			5		143	
Asian or Pacific Islander	1		3		3	
American Indian						
Filipino						
White					1	3

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

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:	Date:
	President	7/9/03

Enclosure C.2

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: MARIPOSA HORTICULTURAL ENTERPRISES, 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): 268

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		240	
Asian or Pacific Islander				1	2	1
American Indian						
Filipino						
White			8		6	

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
CITY AND COUNTY OF LOS ANGELES	X				5/2004
WMBE CLEARING HOUSE	X				10/2003

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:	Date:
	PRESIDENT	JULY 16, 2003

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: Wurzel Landscape	
☒ 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.
☐ I AM	
☐ 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): 60

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: Mark Wurzel	Title: President	Date: 7-14-2003

Enclosure C.4

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: AZTECA LANDSCAPE

☒ 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.
☐ I AM	
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 04916501	

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): 140

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	15	3	119	2
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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
Office of Affirmative Action	X	X			6/25/04

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:	Date:
99	President	7/15/03

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: Systems Management, Inc.	
☑ 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.
☐ I AM	
☐ 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):

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		2	
Hispanic/Latino			1		20	3
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 %	%	%	%	%	%
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
California Unified Certification Program	X		X		12/18/03
Small Business Administration	X		X		4/19/11

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:	Date:
[signature]	President	7/16/03