



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

October 17, 2023

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

Dear Supervisors:

**APPROVAL OF PARK MAINTENANCE AND MOWING SERVICES CONTRACTS
FOR VARIOUS FACILITIES
(SUPERVISORIAL DISTRICTS 3, 4, AND 5) (3 VOTES)**

SUBJECT

Approval of the recommended actions will allow the Department of Parks and Recreation to award three park maintenance and/or mowing services Contracts for various facilities within the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Find that the park maintenance and mowing services can be performed more economically by independent contractors than by County employees.
3. Approve and instruct the Chair to execute three contracts for park maintenance and/or mowing services for three years, with two one-year renewal options and an additional six month-to-month extension periods, if needed, for a total term of five years and six months, with Parkwood Landscape Maintenance, Inc., for mowing services at Peter F. Schabarum Regional Park at an annual cost not to exceed \$30,229.00 and for a total maximum amount of \$182,885.45; with Parkwood Landscape Maintenance, Inc., for park maintenance services at La Crescenta Area Parks at an annual cost not to exceed \$273,324.00 and for a total maximum amount of \$1,653,610.20; and with Rich Meier's Landscaping, Inc., for park maintenance services for El Cariso Community Regional Park at annual cost not to exceed \$445,781.00 and for a total maximum amount of \$2,696,975.05. The total

maximum amount for each contract is for the potential total term of 66 months and is inclusive of ten percent increases annually for unforeseen services.

4. Authorize the Director of Parks and Recreation, or her designee, to exercise two one-year contract renewal options for each Contract, if, in her opinion, the Contractors have effectively performed the services during the previous contract period and the services are still required; and, if needed, the additional six month-to-month extensions for each Contract; to approve and execute change notices and amendments to incorporate necessary changes within the scope of work; to assign rights or delegation of duties should the contracting entities merge, be acquired or otherwise change entities; and to suspend or terminate any Contract if, in the opinion of the Director of Parks and Recreation, or her designee, it is in the best interest of the County of Los Angeles to do so.

5. Authorize the Director of Parks and Recreation, or her designee, to increase the Contract amount for each Contract by up to ten percent in any year, including any renewal option period, for any additional or unforeseen services within the scope of each Contract.

6. Authorize the Director of Parks and Recreation, or her designee, to adjust the annual contracts sum for each option year to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of these contracts.

7. Authorize the Director of Parks and Recreation, or her designee, to decrease the Contract amount for each Contract in any year, including any renewal option period, as necessary to reflect required modifications in services and/or budget reductions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the park maintenance and mowing services contracts (Contracts) (Attachments I-III) will enable the Department of Parks and Recreation (Department) to continue to maintain the various County Facilities (Facilities) using the services of private contractors. Quality landscape maintenance, park maintenance, and mowing services ensures that parks, baseball fields, community centers, and other public areas are available for visitor use and are maintained to standardized conditions in a cost-effective manner. The park maintenance and mowing services have been contracted to private companies since 1992.

The commencement date for each Contract is indicated in the Award Schedule and Potential Maximum Contract Costs (Attachment IV). The current Contract at each facility will expire at the end of the month prior to the commencement date of the new Contract.

The Department's Proposition A cost analysis, using a methodology approved by the Auditor-Controller, shows that the park maintenance and mowing services can be performed more economically by an independent contractor than by County employees (Attachment V, Proposition A Cost-Effectiveness Summary).

After an evaluation of the proposals received in response to a Request for Proposals (RFP) for park maintenance and mowing services, the Department has determined that the aforementioned Contractors are the most responsible proposers.

Implementation of Strategic Plan Goals

The proposed Contracts will promote and further the Board approved Strategic Plan Goal II, Strategy II.2.2, Expand Access to Recreational and Cultural Opportunities, by enabling the Department to provide the public with access to clean and well-maintained parks, and to Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability, Goal III.3. The proposed Contracts will also promote Strategy II.3, Make Environmental Sustainability Our Daily Reality, by reducing waste generation and recycling and reusing waste resources (Strategy II.3.1).

FISCAL IMPACT/FINANCING

The costs for each year and the potential maximum Contract costs for each recommended Contract are identified in Attachment IV, Award Schedule and Potential Maximum Contract Costs.

The Proposition A cost analysis indicates that the recommended Contracts can be performed more economically by the private sector. The total County costs to provide park maintenance and/or mowing services at these facilities by County staff is \$1,409,341.31 annually. The recommended Contractors direct cost to perform similar services is \$749,334.00 annually. These reflect an annual savings of \$660,007.31 (Attachment V, Proposition A Cost-Effectiveness Summary).

The Department will not request that the Contractor perform services that will exceed the approved maximum Contract amount, which may include the ten percent contingency fee or Cost-of-Living Adjustment (COLA) increase, without the prior approval of the Board.

OPERATING BUDGET IMPACT

The recommended Contract costs will increase the current annual base costs by \$210,377.78, from \$538,956.22 to \$749,334.00. Due to the varying expiration dates of the existing contracts in FY 2023-24, the total increase for the three contracts for FY 2023-24 is \$125,845.00 (Attachment VI, Recommended Contract Costs).

The Department will utilize existing one-time resources in its FY 2023-24 Operating Budget to fund the prorated cost increase of \$125,845.00 in FY 2023-24. The Department will submit a funding request to the Chief Executive Office for the ongoing annual cost increase of \$210,377.78 in the FY 2024-25 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with County policy, the Agreement contains a COLA provision, based on an annual rate, as determined by the Chief Executive Officer (CEO), whereby the Director of Parks and Recreation (Director), at her sole discretion, may increase the Contractors compensation during the option years. The COLA rate is capped at the lesser of the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the contract anniversary date; or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st.

The decision to include the COLA is based on the Department's experience, that the Contractor may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which

could impact its performance. As a result, this provision allows the Director to review cost information, during the option years, to determine if the COLA is justified, subject to approval by the CEO. The Department will comply with the Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will increase.

On January 10, 2023, the Department issued an RFP for park maintenance and mowing services at the following facilities: Peter F. Schabarum Regional Park, La Crescenta Area Parks, and the El Cariso Community Regional Park. Based on the results of the RFP, the Department is requesting award of Contract(s) to the following: Parkwood Landscape Maintenance, Inc. (Parkwood) for mowing services at Peter F. Schabarum Regional Park and for park maintenance services at the La Crescenta Area Parks; and Rich Meier's Landscaping, Inc. (RML) for park maintenance services at El Cariso Community Regional Park.

The recommended Contract term for each of the Contracts is three years, with two one-year extension options and, if needed, an additional six month-to-month extensions that may be exercised at the discretion of the Director, or her designee. No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the award of each of the Contracts, as the work is presently contracted out.

The Department has evaluated and determined that each recommended Contractor fully complies with the requirements of the Living Wage Program, County Code Chapter 2.201, and have agreed to pay all employees providing these County services a living wage.

The Department, using a methodology approved by the Auditor-Controller, has calculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees.

In addition, the award of each Contract fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380. Award of the Contracts will not impair the County's ability to respond to emergencies or infringe upon the proper role of the County in its relationship to its citizens. No confidential information is involved in the performance of the Contracts; thus, award of the Contracts will not result in the unauthorized disclosure of confidential information. Alternative services are available in the event of a default by any of the Contractors; therefore, services will not be interrupted.

Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement (DLSE) to review and assess any history of labor law violations. There were no DLSE findings of any Labor Law/Payroll violations by any of the Contractors.

The Contracts contain, and the Contractors have agreed to, the County's standard provisions, including consideration of hiring Gain/Grow participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices, and the County Policy of Equity. The Contracts are also in compliance with all Board, CEO, and County Counsel requirements. The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the Contracts.

The Contracts have been approved as to form by County Counsel.

On July 16, 2019, the Board adopted a motion to reduce the County's reliance on Proposition A

contracts. The July 16, 2019, motion instructed the CEO to report back on the following:

- Survey departments to develop a prioritized listing of potential classifications that could be contracted in.
- Develop a five-year phase-in plan for bringing those positions in-house; and
- Develop a multi-year funding strategy to address any incremental cost increases associated with bringing in previously-contracted-out positions.

Approval of the Contracts will enable the Department to continue receiving landscape maintenance, park maintenance, and mowing services while the CEO's study is being conducted.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378(b)(5) of the State CEQA Guidelines. The proposed action to approve the landscape maintenance, park maintenance and mowing services contracts is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On January 10, 2023, the Department released an RFP for the park maintenance and mowing services at various Facilities. The RFP was advertised in the Daily Commerce newspaper. A notice was also posted on the County's "Doing Business with Us" website, including a link to download the RFP package and bilingual instructions on how to contact the Department regarding this RFP.

On January 24, 2023, a Mandatory Virtual Proposers Conference was held and attended by nine (9) vendors. Beginning on Wednesday, January 25, 2023, through Tuesday, January 31, 2023, mandatory site visits were conducted at Peter F. Schabarum Regional Park, at the La Crescenta Area Parks, and at El Cariso Community Regional Park and attended by at least six (6) vendors at each site.

On March 8, 2023, the Department received 14 proposals from six proposers in response to the RFP. Each proposal was reviewed by the Department's staff to ensure compliance with mandatory minimum requirements outlined in the RFP. Four proposals did not meet the minimum requirements of the RFP and were disqualified. The remaining proposals were evaluated by a three-person Evaluation Committee (Committee) comprised of Department staff. The proposals were also reviewed by Department staff for cost-effectiveness and were compared to the lowest cost received and awarded points based on the comparison. Each proposal was evaluated based on a weighted evaluation of: (1) cost, 25%; (2) experience and organizational resources, 20%; (3) approach to contract requirements, 20%; (4) quality control plan, 20%; and (5) Living Wage Compliance, 15%.

Upon review and evaluation of the proposals submitted for the Peter F. Schabarum Regional Park, the La Crescenta Area Parks, and the El Cariso Community Regional Park, which are the three contracts being recommended for award under this Board Letter, the Committee determined that the recommended Contractors were the most responsive and responsible proposer for the respective facility, ranking their proposals as the highest of the proposals evaluated. Each Contractor received

the highest aggregate scores in categories evaluated by the Committee, including approach to contract requirements, experience and organizational resources, quality control plan and Living Wage compliance, outperforming the other proposers.

The Local Small Business Enterprise (LSBE) Preference Program's provisions were applied in the evaluation of these proposals, with one proposer being awarded the 15 percent proposal price preference in accordance with the LSBE Preference provisions.

The Department received one request for debriefings from the non-selected proposers and there was no protest resulting from this solicitation.

It should be noted that upon final analysis and award, each Contractor was selected without regard to gender, race, creed, or color (Attachment VII, Recommended Contractors' Community Business Enterprise).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current public services.

CONCLUSION

It is requested that three adopted copies of the action taken by your Board be forwarded to the Department.

Should you have any questions please contact: Mr. Matthew Green at (626) 588-5259 or via email at mgreen@parks.lacounty.gov, Mr. Dennis Morelos at (626) 588-5260 or via email at dmorelos@parks.lacounty.gov, or Ms. Astrid Ochoa at (626) 588-5368 or via email at aocchoa2@parks.lacounty.gov.

Respectfully submitted,



Norma E. Garcia-Gonzalez

Director

NEGG

Enclosures

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PARKWOOD LANDSCAPE MAINTENANCE, INC.

FOR

**MOWING SERVICES AT
PETER F. SCHABARUM REGIONAL PARK**

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing and Billing Schedule and Performance Frequencies
- C** Contractor’s Quality Control and Green Initiatives Plan
- D** County’s Administration
- E** Contractor’s Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Smoking Ban Ordinance
- J** Facility Site Map

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PARKWOOD LANDSCAPE MAINTENANCE, INC.
FOR
MOWING SERVICES**

This Contract (“Contract”) made and entered into this ____ day of _____, 2023, by and between the County of Los Angeles, hereinafter referred to as County and Parkwood Landscape Maintenance, Inc., hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County may contract with private businesses for Mowing Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Mowing Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Mowing Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing and Billing Schedule and Performance Frequencies
- Exhibit C Contractor’s Quality Control and Green Initiatives Plan
- Exhibit D County’s Administration
- Exhibit E Contractor’s Administration
- Exhibit F Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law
- Exhibit H Payroll Statement of Compliance
- Exhibit I Smoking Ban Ordinance
- Exhibit J Facility Site Map

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1, Amendments and Change Notices, and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.4 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County Project Manager:** Person designated by Director with authority to manage the operations under this contract, or his/her authorized representative.
- 2.1.6 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.8 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.1.9 **Director:** Director of the Department of Parks and Recreation, including those delegated to exercise authority on behalf of the Director.
- 2.1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.11 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.1.12 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.13 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.14 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing **November 1, 2023**, after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or his/her designee, as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

The Contractor must notify Parks and Recreation when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Parks and Recreation at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of park maintenance services. Said sum shall comply with Exhibit B, Pricing and Billing Schedule and Performance Frequencies

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Parks and Recreation at the address herein provided in Exhibit D, County's Administration.

5.4 No Payment for Services Provided Following Expiration - Termination of Contract

The Contractor will have no claim against 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and Attachments, and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B, Pricing and Billing Schedule and Performance Frequencies, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B, Pricing and Billing Schedule and Performance Frequencies.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A, Statement of Work and Attachments, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Said invoices shall include all required certifications and reports as provided for in this Contract, including but not limited to:

- **Prop A - Living Wage Program as identified in Section 9, County's Living Wage Program**
- **Exhibit H - Payroll Statement of Compliance**
- **Exhibit A, Statement of Work, Section 3, Certifications/Reports**

No invoice will be approved for payment unless all required certifications and reports are included along with the invoices.

5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

Department of Parks and Recreation
Peter F. Schabarum Regional Park
17250 East Colima Blvd., Rowland Heights, CA 91748
Attention: Regional Park Superintendent

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

If the County elects, in its sole determination, to exercise the option years, and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D, County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by

County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F, Contractor Acknowledgement and Confidentiality Agreement.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

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

8.1.1 A Change Notice shall be prepared and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper park maintenance services of the area, and which affect the Contractor's service requirements set forth in Exhibit A, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).

8.1.2 For any change which affects any other term or condition included in his Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.6 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To

implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation

under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1** Within ten (10) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions

required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will 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.

8.8.2.2 For purposes of this paragraph, "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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will

have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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 will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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 contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if

warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, 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.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative 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. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of

debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 Exhibit G, 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. Information and posters for printing are

available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, Amendments and Change Notices, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3** In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment

benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A9 West, 2ND Floor
Alhambra, CA 91803

Attention: Contracts and Procurement Division

- 8.24.2.6** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County Indemnitees) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is

an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Intentionally Omitted

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A, Statement of Work and Attachments, hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the

total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the contractor's prices decline or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.
- 8.28.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or designee, will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law, of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D, County's Administration, and E, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or his/her designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38, Record Retention and Inspection-Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles,

or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

- 8.37.2** The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37, Publicity, will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3.** Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the contractor's compliance with the County's Living Wage Program, that the contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the contractor's non-County contracts. The contractor further acknowledges that the foregoing requirement in this paragraph relative to contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor

will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' 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 on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.

8.40.7 The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees,

agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A9 West, 2ND Floor
Alhambra, CA 91803

Attention: Contracts and Procurement Division

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43, Termination for Default, and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract

must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its 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 limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, 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 fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in

sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43, Termination for Default, it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43, Termination for Default, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43, Termination for Default, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the 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 the 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, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its

debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code.

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45, Termination for Insolvency, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not

be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Integrated Pest Management (IPM) Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.55 can be found at: www.lacountyipm.org.

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

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

8.55.3.1 The potential for pesticide-related surface water toxicity;

8.55.3.2 Proper use, handling, and disposal of pesticides;

8.55.3.3 Least toxic methods of pest prevention and control, including IPM; and

8.55.3.4 Reduction of pesticide use.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Contractor must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or

maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

8.55.4.1 Product trade name

8.55.4.2 Active ingredient(s)

8.55.4.3 EPA Registration Number

8.55.4.4 Total amount used

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

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 COVID-19 Vaccinations of County Contractor Personnel

8.60.1 At Contractor's sole cost, Contractor must comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\) of County Code](#) Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.60.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this

Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.60.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F2 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS - COUNTY

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "contractor" includes any subcontractor engaged by the contractor to perform services for the County under the Contract. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the contractor under the laws of California, and who is providing full-time or part-time services to the contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (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 thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the contractor is required to pay a living wage when the Contract commences, the contractor must continue to pay a living wage for the entire term of the Contract, including any option period.

9.1.2.4 If the contractor is not required to pay a living wage when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The contractor must immediately notify the County if the contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the contractor no longer qualifies for the exception to the Living Wage Program. In either event, the

contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the contractor continues to qualify for the exception to the Living Wage Program. Unless the contractor satisfies this requirement within the time frame permitted by the County, the contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

9.1.2.5 For purposes of the contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the contractor pays the employee any amount for that time or if California law requires the contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the contractor pays the employee any amount for that time or if California law requires the contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or 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, the contractor must promptly provide such information. The contractor, through one of its officers,

must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor’s Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the contractor becomes aware of any labor law-payroll violation 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 must immediately inform the County of any pertinent facts known by the contractor regarding 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 operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours’ written notice, the County may audit, at the contractor’s place of business, any of the contractor’s records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

9.1.7.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports

If the 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 will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

If the contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the contractor up to the full amount of any invoice that would otherwise be due, until the contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the 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 the 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 the contractor liquidated damages in the amount of one hundred dollars (\$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 the contractor.

3) Termination

The contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.7.2 Remedies for Payment of Less Than the Required Living Wage

If the contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding Payment

If the 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 the contractor the aggregate difference between the living wage amounts the 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 the 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.

2) Liquidated Damages

It is mutually understood and agreed that the 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 the contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the contractor liquidated damages of fifty dollars (\$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 the contractor.

3) Termination

The contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.7.3 Debarment

In the event the contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of contractor Non-Responsibility and contractor Debarment.

9.1.8 Use of Full-Time Employees

The contractor must assign and use full-time employees of the contractor to provide services under the Contract unless the 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 the Contract. It is understood and agreed that the contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The contractor submitted with its proposal a full-time employee staffing plan. If the contractor changes its full-time employee staffing plan, the contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The contractor and/or its employees must 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 Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the contractor will 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, the contractor must demonstrate to the satisfaction of the County that the contractor is complying with this requirement.

9.1.11 Intentionally Omitted

9.1.12 Neutrality in Labor Relations

The contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the contractor's employees, except that this restriction will 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 Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

10 UNIQUE TERMS AND CONDITIONS - DPR

10.1 Termination upon Transfer of Title, Maintenance Responsibility or Park Closure

Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close the facility described in Section 2.0, "Facility to be Maintained" of the Statement of Work, Exhibit A of this Contract (hereinafter, "Exhibit A, Section 2.0, Facility to be Maintained").

10.1.1 In the event the County transfers title of the facility described in Exhibit A, Section 2.0, Facility to be Maintained, to a governmental agency (assignee), the County reserves the right to:

- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
- b. Delete the transferred facility from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing

with the transferred facility to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility pursuant to this provision from this Contract.

10.1.2 In the event the County transfer's maintenance responsibility for all or a portion (s) of the facility described in Exhibit A, Section 2.0 Facility to be Maintain, the County reserves the right to:

- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
- b. Delete transferred portion(s) of the facility from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility pursuant to this provision from this Contract.

10.1.3 In the event the County closes the facility or a portion(s) described in Exhibit A, Section 2.0, Facility to be Maintained, the County reserves the right to:

- a. Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or
- b. Delete the portion(s) of the facility to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

10.2 Extraordinary Incidents, Acts of God, Third Party Negligence

Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence. By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

10.3 Right of Entry

In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to

assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract. If in the sole discretion or judgment of the Director, and in accordance with Subsection 8.26, Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

10.4 Compliance with the County's Smoking Ban Ordinance

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

11 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments and Change Notices)

Paragraph 8.6.2 (Compliance with Applicable Law)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)
Paragraph 8.26 (Liquidated Damages)
Paragraph 8.34 (Notices)
Paragraph 8.36 (Public Records Act)
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
Paragraph 8.42 (Termination for Convenience)
Paragraph 8.43 (Termination for Default)
Paragraph 8.48 (Validity)
Paragraph 8.49 (Wavier)
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))
Paragraph 9.1 (Compliance with County's Living Wage Program)
Paragraph 11 (Survival)

12 ENFORCEMENT OF CONTRACT

- 12.1** The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as County's Contract Project Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.
- 12.2** The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 12.3** The Contractor hereby agrees to cooperate with the Director, County's Project Managers and County's Contract Project Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 12.4** In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

13 ENTIRE CONTRACT


This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any, for the Mowing services to be provided for Peter F. Schabarum Regional Park. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the Mowing services of the Peter F. Schabarum Regional Park. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1, Amendments and Change Notices, and signed by both parties.

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

Parkwood Landscape Maintenance, Inc.

By



Name



Title

COUNTY OF LOS ANGELES

By

Janice Hahn, Chair
Board of Supervisors

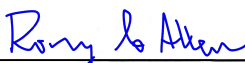
ATTEST:

CELIA ZAVALA, Executive Officer
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 

Senior Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

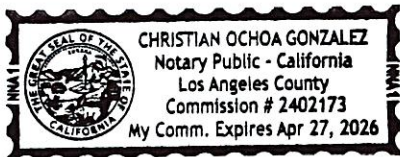
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On July 17, 2023 before me, Christian Ochoa Gonzalez Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David Melito
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Christian Ochoa Gonzalez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: La Crescenta Parks - Nov 2023
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

STATEMENT OF WORK MOWING SERVICES

I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, and equipment necessary for the provision of mowing services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide services pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performances Frequencies and govern the Contractor's completion of required operations.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.5 The Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by County 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 and shall promptly comply with any request therefor by the Director or designee.
- 1.6 The Contractor shall, during the hours and days of maintenance service, as identified in **Section 7.0** hereinafter, respond to all emergencies within two (2) hours of notification.
- 1.7 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 identifying the Contractor's name, and phone number.
- 1.8 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store and use environmentally and human friendly products that are compatible with products used by County. County shall determine compatibility and approve Contractor's products prior to their use.

STATEMENT OF WORK MOWING SERVICES

2.0 FACILITY TO BE MAINTAINED

2.1 The facility to be maintained under the provisions of this Contract is as follows and is specifically located at the address identified below:

Peter F. Schabarum Regional Park

17250 East Colima Road, Rowland Heights, CA 91748

This facility is landscaped with turf, groundcover, shrubs, and is irrigated by manual and/or automatic irrigation systems.

2.2 The Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition and agrees to make no demands upon the County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.1 Payroll Report

The Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director or designee concurrent with the monthly invoicing. The Contractor may use Public Works Payroll Reporting and Certification Form at: <https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>, or provide the required information in a form acceptable to the Director or designee. The monthly payment will not be made until such report is received and found acceptable by the Director or designee.

3.2 Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all maintenance functions performed by the Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director or designee and will be made available to the Director or designee upon request. The monthly payment may not be made if such report is requested and is not made available or is in a form that is unacceptable to the Director or designee.

3.3 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the 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 the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's

STATEMENT OF WORK MOWING SERVICES

current health care benefits plan, and the 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 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, the Contractor shall promptly provide such information. The 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.

4.0 ADDITIONAL WORK

- 4.1 As authorized in **Section 8.1, Amendments and Change Notices**, of the Contract, the Director or designee may at his/her discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third-party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 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 work shall commence without a written authorization from the Director or designee.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or designee for approval.

5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, 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 O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 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

STATEMENT OF WORK MOWING SERVICES

unsafe practices occurring thereon. The Director or designee shall be notified within 24 hours if an unsafe condition or safety hazard is discovered on the premises that requires major correction. A major correction would constitute a maintenance issue that cannot be easily corrected within 24 hours by Contractor and could be hazardous to park visitors. The Contractor will be responsible for alerting the Director or designee of the hazard and reporting it to the Maximo Call Center to create a work order. The Director or 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 and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as 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 the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

6.0 CONTRACTOR'S STAFF

- 6.1 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. 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.
- 6.2 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.
- 6.3 The Director has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.
- 6.4 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

STATEMENT OF WORK MOWING SERVICES

- 6.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape maintenance services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.
- 6.6 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.
- 6.7 The Contractor shall provide readily available transportation or access within 300 feet to toilet facilities to employees who are working in the field during normal business hours for the duration of the contract term. In the event that the Contractor provides a toilet structure for its employees, the toilet structure must be clean and in good working order and supplied with adequate toilet supplies.

7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

- 7.1 The basic daily hours of maintenance service shall be as follows:
Please refer to Exhibit B, Pricing and Billing Schedule and Performance Frequencies, for specific hours and days.
- 7.2 The Contractor shall provide adequate staffing to perform the required mowing services during the prescribed hours five (5) days per week, Monday through Friday. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director or designee.
- 7.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

STATEMENT OF WORK MOWING SERVICES

8.0 MOWING SCHEDULES

- 8.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director or 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.
- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director or designee for his/her review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.
- 8.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type mowing as set forth immediately hereinafter.

9.0 INTERPRETATION OF MOWING SPECIFICATIONS

- 9.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.
- 9.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three (3) County personnel having experience in the administration of mowing services contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

10.0 SIGNS/IMPROVEMENTS

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

11.0 UTILITIES

The County shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director or designee. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation

STATEMENT OF WORK MOWING SERVICES

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 the County will be presented to the Contractor by the Director or designee prior to actual deduction to allow for explanations.

12.0 RESPONSES, INQUIRIES, AND COMPLAINTS

- 12.1 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 12.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. 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 receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.
- 12.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 12.4 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.
- 12.5 All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (24) hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the

STATEMENT OF WORK MOWING SERVICES

Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.

- 12.6 Contractor shall provide and maintain at its own expense an active local or toll-free telephone number to make sure that emergency calls can be received. The Contractor or his/her designated person shall ensure that emergency calls can be received after normal business hours on a twenty-four (24) hour, seven (7) day a week basis. The Contractor or designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

13.0 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.

14.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor’s products prior to their use.

15.0 NOISE

Contractor shall not prepare for or initiate any operations or use any equipment before 7:00 a.m. that would violate local noise ordinances or noise reduction needs.

II. ON-GOING MAINTENANCE TASKS

The specific frequencies per site are identified in Exhibit B, Pricing and Billing Schedule and Performances Frequencies, and govern the Contractor's completion of required operations.

16.0 MOWING

- 16.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director or designee and within the manufacturer's guidelines.

STATEMENT OF WORK MOWING SERVICES

- 16.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
- 16.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 16.4 Mower blades shall be sharpened weekly.
- 16.5 Mowing height shall be no less than $\frac{3}{4}$ inch and may be set as high as 4 inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director or designee.
- 16.6 Mowing operation shall be on a schedule that is acceptable to the Director or designee.
- 16.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 16.8 Mowing of turf at each park facility shall be completed in one operation.
- 16.9 Unless otherwise prohibited by law, Contractor should utilize grasscycling to save water and mitigate environmental impacts. Contractor should not cut more than one-third of actual height of grass at any one time, and shall maintain the following optimal heights of grass to maximize impact of grasscycling:
 - Bermuda (Hybrid) and Seashore Paspalum: $\frac{3}{4}$ "
 - Bermuda (Common), Kikuyugrass, Dwarf Tall Fescue, St. Augustine, Zoysia and Blue Grammagrass: $1\frac{1}{2}$ "
 - Fescue, Ryegrass and Buffalo Grass: $2\frac{1}{2}$ "
- 16.10 Low-noise zero emission battery-electric mowers are required where available.

17.0 MECHANICAL EDGING

- 17.1 All turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.
- 17.2 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.
- 17.3 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.
- 17.4 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment, and other obstacles.
- 17.5 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

STATEMENT OF WORK MOWING SERVICES

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

18.0 SERVICE YARD AND STORAGE AREA

18.1 The County, at its discretion, may provide storage and office facilities for the Contractor's use within the premises. In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract. Further, said facility shall not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director or designee.

- The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.

18.2 The Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter, to be disposed of by the Contractor at an approved disposal site.

18.3 Service yard and storage areas must be swept and kept clean of all and debris.

18.4 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service yard and storage area(s).

18.5 Damage or loss to the Contractors equipment, materials and/or personal property shall be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

19.0 GROUP I SITE INSPECTION AND REPORTING - Mowing

19.1 Prior to initiating an operation, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.

19.2 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.

19.3 Damaged sprinkler heads, valve box, and covers shall be immediately reported to County Staff. If Contractor damages a sprinkler head or a valve box cover, the Contractor must repair/ replace it within 24 hours.

19.4 If a mowing operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

STATEMENT OF WORK MOWING SERVICES

20.0 GROUP I MANAGEMENT/SUPERVISION - Mowing

- 20.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.
- 20.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 20.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.

***PETER F. SCHABARUM REGIONAL PARK
EXHIBIT A1 - STATEMENT OF WORK
Attachments***

Attachment 1 Technical Exhibits

Attachment 2 Contractor Discrepancy Form

Peter F. Schabarum Regional Park
Statement of Work Technical Exhibits
Mowing Services

**Public Works Payroll Reporting Forms can be found through
the following Link:**

<https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>

Contract Discrepancy Report (attached)

Verbal Notification of a Contract Discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract Discrepancy is identified.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Exhibit B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES
Peter F. Schabartum Regional Park

17250 East Colima Road
Rowland Heights, CA 91748

SOW		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL AMOUNT
16	1. Mowing a. General Turf Areas Operations to be performed as indicated, once weekly March thru October (35) and once every 2 weeks November thru February (8)	43	<u>\$699.00</u>	<u>\$30,057.00</u>
19	2. Site Inspection and Reporting Per Requirements specified in Section 19 of SOW	43	<u>\$2.00</u>	<u>\$86.00</u>
20	3. Management/Supervision Per requirements specified in Section 20 of SOW	43	<u>\$2.00</u>	<u>\$86.00</u>
				=====
			ANNUAL CONTRACT AMOUNT	<u>\$30,229.00</u> =====

HOURS AND DAYS OF MAINTENANCE SERVICES

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

For the months of May through October, 6:00 a.m. to 2:30 p.m.

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

Exhibit C

SECTION D

Proposer's Quality Control and Green Initiatives Plan

All aspects of landscape maintenance and irrigation are monitored to ensure compliance with the Contract as stated in the Statement of Work, Exhibit B. The quality control plan which will be implemented by our company will include an annual maintenance task schedule. The items on the task schedule will be reviewed by the Account Manager who will review it with the Foreman and Gardeners on site. The Account Manager will be assigned to inspect the properties a minimum of two (2) times per week. A landscape job-walk will be scheduled one (1) time each month to develop a landscape punch list for our crews.

A written landscape punch list report will document all monitoring results. A copy of this punch list report will be mailed to the contract monitor and will also be given to our Account Manager and Foreman so our crews can address and implement the punch list items into their daily work routine. The Account Manager and Foreman will inspect these punch list items to ensure the work was completed and done properly.

Lorenzo Gomez, Account Manager, will be responsible for the overall management of the landscape maintenance operations. Mr. Gomez has extensive landscape field experience and has been employed with our company for over 34 years. A landscape maintenance foreman will also be assigned to oversee and supervise the day to day landscape maintenance work of our crews.

Yadira Alonso, Customer Service Manager, receives and manages all our service calls from our clients. A work order is written and distributed to our Account Manager, and Foreman. Once the work has been completed by our crews, our Account Manager inspects the work to make sure it was completed properly and in a professional manner. Our Customer Service Manager follows up with our clients to inform them that the work they requested has been completed and to make sure they are satisfied with the job performed.

Inspection records will include our written monthly landscape punch list reports which will be provided to the County Monitor. These records will be kept at our office for review should other County personnel wish to review.

Fleet Management Software (GPS Trackit) – Our company fleet of vehicles are equipped with a GPS tracker. The GPS tracker allows our company to see real time location of each vehicle. Our Account Manager will also receive email alerts when our vehicles travel outside a designated Geo-Fence, when a vehicle is moving, if a vehicle has stopped, rapid speeds, idling and the routes driven by each Foreman during their working hours.

The GPS tracking software provides real-time data that can be used to improve driver accountability and minimizing the risk compromised by an unsafe driver. GPS Trackit monitors and improves driver performance, yielding a better experience for our clients and allow better route planning.

Crew Time Tracking

Employee Time Tracking – All employees clock in and out using software by *ExakTime*. The software is web-based that connects securely to the cloud with GPS timestamps. The app is an employee-friendly time clock app that turns mobile (phones or tablets) devices into a workforce management tool that tracks employee time and collects essential data. To access the clock in/out feature, a private four-digit PIN is provided to each employee. For extra verification a photo taken by the system confirms the identities of each worker as he or she clocks in or out. Some of the benefits of the software are tracking by the person and it lets Account Managers track crews' hours and job costing. Also, employee GPS tracking shows the locations of workers at clock-in and clock-out.

Proposers Ability to Respond and Provide Back-up Staff and Equipment in Emergencies

Our service yards are located in Van Nuys, Simi Valley, Ventura, Lancaster, Bellflower and Garden Grove which will enable our company to respond at a moments notice for all emergency situations. Our Van Nuys location is nearby the site locations and will be able to provide access for our company's back up crews and fleet of trucks and equipment. Our company currently has a fleet of over 75 vehicles and over \$2,000,000.00 in equipment inventory.



Parkwood

FIELD DEFICIENCY REPORT

Date: _____

Reported to: _____

Job: _____

Location: _____

Deficiency to Report: _____

Reported by: _____

Monthly Landscape Inspection Report

Location:			Month:	Date:
			Acceptable	Not Acceptable
<input type="checkbox"/> Weeds	<input type="checkbox"/> Trash/Debris	<input type="checkbox"/> Rodents	<input type="checkbox"/> Insects/Diseases	<input type="checkbox"/> Shrubs/Vines
<input type="checkbox"/> Trees	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Groundcover	<input type="checkbox"/> Turf	<input type="checkbox"/> Fertilizer
<input type="checkbox"/> Enclosures	<input type="checkbox"/> Annual Color	<input type="checkbox"/> Trash Cans	<input type="checkbox"/> Lighting	<input type="checkbox"/> Detention Basins
<input type="checkbox"/> "V" Ditches	<input type="checkbox"/> Stamped Concrete/Parking Lots	<input type="checkbox"/> Drinking & Ornamental Fountains	<input type="checkbox"/> Security	<input type="checkbox"/> Pet Stations
<input type="checkbox"/> Vision/Trip/Slips Hazards	<input type="checkbox"/> Silt Run-off	<input type="checkbox"/> Private Trimmings	<input type="checkbox"/> Tree Staking	<input type="checkbox"/> C/G Weeds & Debris
Notes:				

Location:			Month:	Date:
			Acceptable	Not Acceptable
<input type="checkbox"/> Weeds	<input type="checkbox"/> Trash/Debris	<input type="checkbox"/> Rodents	<input type="checkbox"/> Insects/Diseases	<input type="checkbox"/> Shrubs/Vines
<input type="checkbox"/> Trees	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Groundcover	<input type="checkbox"/> Turf	<input type="checkbox"/> Fertilizer
<input type="checkbox"/> Enclosures	<input type="checkbox"/> Annual Color	<input type="checkbox"/> Trash Cans	<input type="checkbox"/> Lighting	<input type="checkbox"/> Detention Basins
<input type="checkbox"/> "V" Ditches	<input type="checkbox"/> Stamped Concrete/Parking Lots	<input type="checkbox"/> Drinking & Ornamental Fountains	<input type="checkbox"/> Security	<input type="checkbox"/> Pet Stations
<input type="checkbox"/> Vision/Trip/Slips Hazards	<input type="checkbox"/> Silt Run-off	<input type="checkbox"/> Private Trimmings	<input type="checkbox"/> Tree Staking	<input type="checkbox"/> C/G Weeds & Debris
Notes:				

TASK SCHEDULE

ALTADENA PARKS -ALTADENA TRIANGLE

TASK FREQUENCY LIST - JANUARY

FREQUENCY	TASK	DESCRIPTION	S	M	T	W	T	F	S
1X / 2 Weeks	Mowing (Dec. - March)	Mowing operation shall be performed in a workmanlike manner without scalping or allowing excessive cuttings to remain. Turf shall be mowed with a reel - type mower and configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel. Mowing height shall be no less than 3/4" and may be set as high as 4" with normalcy based upon turf species and site conditions. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.		X				X	
Weekly	Weed Removal	All grass like type weeds, morning glory or vine weed types, ragweed or other underground spreading weeds shall be kept under strict control. Remove or control weeds from abed, planters, walkways, trail diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints. Weeds treated using a weed chemical shall be left in place for (7) days if not killed, additional application shall be made. After complete kill, remove all dead weeds from areas. Spot treat with an herbicide. In areas where it is impractical to use chemicals. No water shall be applied treated areas (48) hours after each application		X					
Monthly (Week 4)	Weed Removal	Bare Areas		X					
Monthly (Week 4)	Weed Removal	Undeveloped Areas		X					
Daily	Litter Control	Developed - Turf beds, planters, walkways, hard courts areas, play areas, arenas, picnic pavilions, stadium areas, sand areas, patios, drainage areas, areas on slopes from toe or top of slope to (10) feet up or down the slope adjacent to developed areas, roadways, parking lots, service yards, and lakes and streams. Must be completed by 10:00 a.m	X		X	X	X	X	X
Daily	Empty Exterior trash cans	Remove all necessary trash bins and off - site removal of all trash and accumulated debris to an approved disposal site.	X		X	X	X	X	X

FREQUENCY	TASK	DESCRIPTION	S	M	T	W	T	F	S
Weekly	Trash Bin Removal	Remove trash bin contents from Site			X				
Monthly (Week 3)	Raking	Remove accumulated leaves from beds, planters and turf areas under trees and all other landscape areas.			X				
Monthly (Week 3)	Raking	Turf under trees		X					
Weekly	Raking	Planter beds and Planters				X			
Monthly (Week 1)	Pruning and Hedge trimming	Tree Clearance			X				
Monthly (Week 1)	Pruning and Hedge trimming	Shrub Pruning			X				
Monthly (Week 1)	Pruning and Hedge trimming	Ground cover			X				
Daily	Graffiti - Exterior	All exterior wall surfaces, park signs and park fountains, wooden bridges and play structures, picnic pavilions, patios, tables and slabs, restroom and comfort stations- all exterior wall window and door surfaces, County Service Yard & buildings, concrete and block walls, concrete walks throughout the park, curbs in parking lots and on streets and drives, trash barrels, doors, other surfaces within park.	X	X	X	X	X	X	X
Weekly	Rodent Control	All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system	X						
Monthly (Week 2)	Chemical Application	Beds and planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play areas, Patios, Walkway, Curb and Gutter Expansion Joints, Roadways, Stream Beds - apply systemic herbicides					X		
Daily	Irrigation/Watering	Valve Box Integrity - replace cover and check for safety & security	X	X	X	X	X	X	X
Weekly	Irrigation/Watering	Inspect, Operate, Control and make adjustments					X		
Weekly	Irrigation/Watering	Repair, replace, relocate sprinkler heads					X	X	

Client Communication

Maintaining an open line of communication with our customers is very important and has contributed to the success of Parkwood Landscape Maintenance, Inc. Customers can easily contact our office by phone or email for any landscape service requests they may have. A communication flow chart is outlined below:



Our Account Managers are furnished with Smart Phones and iPads so they may communicate with our office and customers more efficiently and at a moments notice. Both the Smart Phones and iPads have cameras so our Account Managers may take photographs out in the field to better communicate with our clients on field situations.



Fleet Management

1. b) Employees are provided a private PIN that is solely for their use and clock in on either a their cell phone or tablet that is provided by Parkwood. The tablet is WI-FI and data enabled so that they can access our clock in software ExakTime. The software recognizes their location and alerts our office payroll manager if they are outside of the specified range.
1. c) A daily clock in to ExakTime is submitted by the employees. The records are reviewed by the Account Manager and Payroll Manager. We check the records for start time, end time and lunch hour and we also make sure the electronic clock in/out has the employee picture, which indicates that it was the correct employee clocking in with their private PIN. The records are used to enter time into our payroll database
1. d) Not applicable.
1. e) Account Managers check on the employees on a daily basis to make sure they take two 10 minute breaks. Lunch breaks are documented on time sheets. It is our strict policy that ALL employees take the necessary breaks including bathroom breaks. No documentation is created for 15 minute breaks, only for lunch breaks.
2. a) Employees are paid with a payroll check or direct deposit to their bank accounts. If an employee works overtime he is paid on the same check but on the stub it indicates how many hours are straight and OT. The check stub shows all tax deductions, how many hours worked, pay rate, last four digits of SS#.
 - o See attached copy of Payroll Check and Check Stub
2. b) Not Applicable – Parkwood Landscape uses an automated system
2. c) When the payroll manager receives the electronic clock in review (source document) the hours are entered into the payroll database (Quickbooks). Two days before the scheduled payroll all hours and wages are reviewed by the manager and a report is printed detailing the hours entered. If an employee is missing hours, the payroll manager will double check the hours and confirm with the Account Manager that the employee was absent that day. If an employee has multiple rates (i.e., Living Wage rate, overtime) the payroll manager selects the appropriate rate and the wage is pre-determined from the embedded information. The hourly wages are embedded into the software and the system calculates the wages with the amount of hours entered. Once all changes/corrections have been made, the payroll manager will print the payroll checks and again will make sure all hours and wages are correct.
2. d) All drivers shall report to the job site at the start of their work shift. All drivers will return vehicles to the job site at the end of their eight (8) hour work shift. Drive time will be paid at the living wage rate when traveling from county job to county job including non county jobs.

- 1) When an employee travels from a county contract to a non county contract they will be paid at the County wage for their travel time.
 - 2) When an employee travels from a County contract to a County contract they will be paid their county living wage for their travel time.
- 2 e) All full time, regular employees are required to work a full eight (8) hour day at their designated job site(s) to receive overtime. If the employee has multiple wages the higher rate will be used to calculate their overtime.

Green Waste Initiative

Parkwood Landscape Maintenance, Inc. intends to use recyclable mowers for our crew operators in order to reduce green waste and provide nutrients to the turf grass. The grass clippings will be mulched into fine clippings and remain on the turf where it will decompose and provide nitrogen nutrients to the lawn areas. Additionally, we will reduce the labor requirements since the grass clippings will not be required to be picked-up, bagged and hauled away. Our company will dedicate a brush chipper to grind all tree and shrub branches to provide wood chip mulch. The wood chip mulch will be stored on-site and spread out into the landscape at approved designated areas. This mulch will retain moisture in the soil, reduce irrigation requirements and help control weed growth. Additionally, the wood chip mulch improve the overall aesthetics of the landscape through it's decorative qualities.

Our company's Green Waste Management Plan is performed in-house. Our company has the ability to manage all pick up and delivery of our company trash bins and green waste management. Our company intends to have one (1) 40 cubic yard dumpster which will be stored on-site that will solely be used for green waste material. Our waste management company will convert this green waste into compost which will be then utilized in the landscape as organic soil amendments. One (1) - 4 cubic yard dumpster will be provide for our crew members to dump all non-green waste debris. Both containers will be picked up weekly or as needed.

Peterbilt Roll-off Truck



40 yd. Dumpster Bin



40 yd. Dumpster Bin



EXHIBIT D

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Michelle Hazlett

Title: Regional Park Superintendent

Address: 17250 E. Colima Rd, Rowland Heights, CA 91745

Telephone: 626-854-5560 Facsimile: _____

E-Mail Address: mhazlett2@parks.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Tonio Hernandez

Title: Sr. Grounds maintenance supervisor

Address: 17250 E. Colima Rd, Rowland Heights, CA 91745

Telephone: 626-854-5560 Facsimile: _____

E-Mail Address: thernandez@parks.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Katherine Tawab

Title: Rec Leader Supervisor

Address: 17250 E. Colima Rd, Rowland Heights, CA 91745

Telephone: 626-854-5560 Facsimile: _____

E-Mail Address: ktawab@parks.lacounty.gov

**EXHIBIT E
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: Parkwood Landscape Maintenance, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: Fidel Gomez
Title: Account Manager
Address: 16443 Hart Street
Van Nuys, CA 91406
Telephone: 818-988-9697
Facsimile: 818-988-4934
E-Mail Address: fgomez@parkwoodlandscape.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: David Melito
Title: President
Address: 16443 Hart Street
Van Nuys, CA 91406
Telephone: 818-988-9697
Facsimile: 818-988-4934
E-Mail Address: dmelito@parkwoodlandscape.com

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: David Melito
Title: President
Address: 16443 Hart Street
Van Nuys, CA 91406
Telephone: 818-988-9697
Facsimile: 818-988-4934
E-Mail Address: dmelito@parkwoodlandscape.com

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Parkwood Landscape Maintenance, Inc. Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 7 / 7 / 2023

PRINTED NAME: David L. Melito

POSITION: President

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind: a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the
Service, Building or Work Site
_____ day of _____, and ending the _____ day of
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature: Date:
----------------------	---

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

Smoking Ban Ordinance

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows-

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

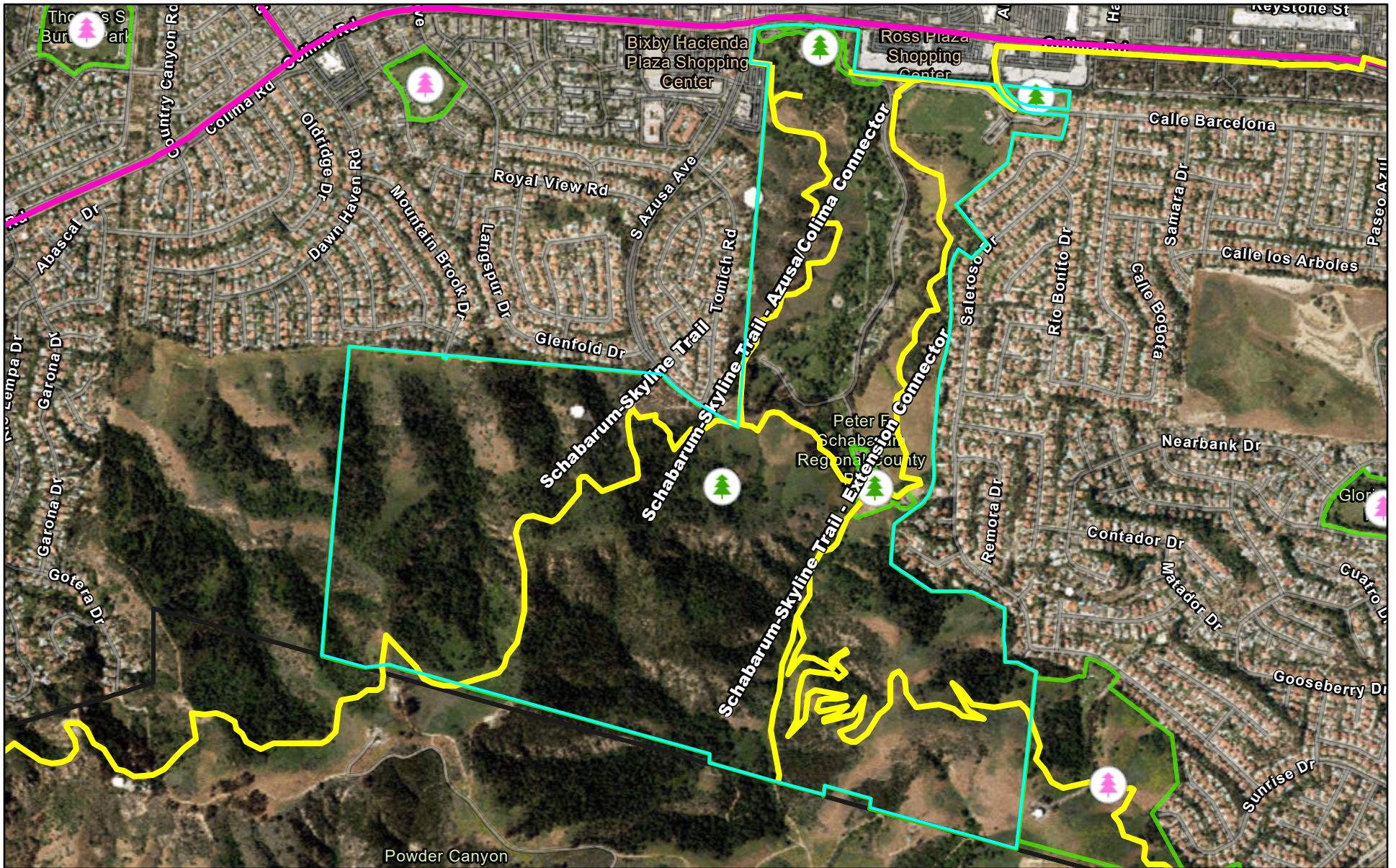
17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and
2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

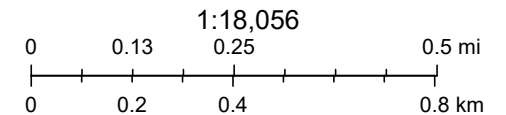
Exhibit J - Peter F. Schabarum Regional Park



2/3/2023, 2:55:52 PM

DPR Parks (Points) Countywide Multi-Use Trails DPW Existing Bikeways

-  East
-  Regional
-  LA County DPR Trail
-  Bike Lane
-  DPR Park Facilities View - County Parks (Outline)



LA County, LARIAC, Eagle Aerial



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PARKWOOD LANDSCAPE MAINTENANCE, INC.

FOR

**PARK MAINTENANCE SERVICES AT
LA CRESCENTA AREA PARKS**

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing and Billing Schedule and Performance Frequencies
- C** Contractor’s Quality Control and Green Initiatives Plan
- D** County’s Administration
- E** Contractor’s Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Smoking Ban Ordinance
- J** Facility Site Maps

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PARKWOOD LANDSCAPE MAINTENANCE, INC.
FOR
PARK MAINTENANCE SERVICES**

This Contract (“Contract”) made and entered into this ___ day of _____, 2023, by and between the County of Los Angeles, hereinafter referred to as County and Parkwood Landscape Maintenance, Inc., hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County may contract with private businesses for Park Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Park Maintenance Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Park Maintenance Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing and Billing Schedule and Performance Frequencies
Exhibit C	Contractor's Quality Control and Green Initiatives Plan
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Smoking Ban Ordinance
Exhibit J	Facility Site Maps

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1, Amendments and Change Notices, and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.4 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County Project Manager:** Person designated by Director with authority to manage the operations under this contract, or his/her authorized representative.
- 2.1.6 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.8 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.1.9 **Director:** Director of the Department of Parks and Recreation, including those delegated to exercise authority on behalf of the Director.
- 2.1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.11 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.1.12 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.13 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.14 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing **November 1, 2023**, after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or his/her designee, as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

The Contractor must notify Parks and Recreation when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Parks and Recreation at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of park maintenance services. Said sum shall comply with Exhibit B, Pricing and Billing Schedule and Performance Frequencies

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Parks and Recreation at the address herein provided in Exhibit D, County's Administration.

5.4 No Payment for Services Provided Following Expiration - Termination of Contract

The Contractor will have no claim against 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and Attachments, and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B, Pricing and Billing Schedule and Performance Frequencies, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B, Pricing and Billing Schedule and Performance Frequencies.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A, Statement of Work and Attachments, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Said invoices shall include all required certifications and reports as provided for in this Contract, including but not limited to:

- **Prop A - Living Wage Program as identified in Section 9, County's Living Wage Program**
- **Exhibit H - Payroll Statement of Compliance**
- **Exhibit A, Statement of Work, Section 3, Certifications/Reports**

No invoice will be approved for payment unless all required certifications and reports are included along with the invoices.

5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

Department of Parks and Recreation
North County Community Services Agency
31320 Castaic Road, Castaic, CA 91384-3900

Attention: Regional Grounds Maintenance Supervisor

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

If the County elects, in its sole determination, to exercise the option years, and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D, County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by

County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F, Contractor Acknowledgement and Confidentiality Agreement.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

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

8.1.1 A Change Notice shall be prepared and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper park maintenance services of the area, and which affect the Contractor's service requirements set forth in Exhibit A, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).

8.1.2 For any change which affects any other term or condition included in his Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.6 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To

implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation

under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1** Within ten (10) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions

required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will 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.

8.8.2.2 For purposes of this paragraph, "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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will

have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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 will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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 contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if

warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, 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.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative 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. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of

debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 Exhibit G, 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. Information and posters for printing are

available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, Amendments and Change Notices, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3** In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment

benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A9 West, 2ND Floor
Alhambra, CA 91803

Attention: Contracts and Procurement Division

- 8.24.2.6** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County Indemnitees) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor’s Insurance Must Be Primary

Contractor’s insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)’ rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor’s own policies or must provide County with each subcontractor’s separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as additional insureds on the subcontractor’s General Liability policy. Contractor must obtain County’s prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor’s policies will not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is

an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The

parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A, Statement of Work and Attachments, hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the contractor's prices decline or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

- 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.
- 8.28.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws

or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or designee, will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law, of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D, County's Administration, and E, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or his/her designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38, Record Retention and Inspection-Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37, Publicity, will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor

Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the contractor's compliance with the County's Living Wage Program, that the contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the contractor's non-County contracts. The contractor further acknowledges that the foregoing requirement in this paragraph relative to contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards,

sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' 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 on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A9 West, 2ND Floor
Alhambra, CA 91803

Attention: Contracts and Procurement Division

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43, Termination for Default, and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

- 8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:
 - 8.42.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2** Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1** The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1** Contractor has materially breached this Contract; or
 - 8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its 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 limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, 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 fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43, Termination for Default, it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43, Termination for Default, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43, Termination for Default, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the 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 the 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, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code.

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45, Termination for Insolvency, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be

grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Integrated Pest Management (IPM) Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.55 can be found at: www.lacountyipm.org.

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

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

8.55.3.1 The potential for pesticide-related surface water toxicity;

8.55.3.2 Proper use, handling, and disposal of pesticides;

8.55.3.3 Least toxic methods of pest prevention and control, including IPM; and

8.55.3.4 Reduction of pesticide use.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Contractor must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

8.55.4.1 Product trade name

8.55.4.2 Active ingredient(s)

8.55.4.3 EPA Registration Number

8.55.4.4 Total amount used

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

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County

solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 COVID-19 Vaccinations of County Contractor Personnel

8.60.1 At Contractor's sole cost, Contractor must comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\) of County Code](#) Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.60.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that

includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.60.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F2 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS - COUNTY

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "contractor" includes any subcontractor engaged by the contractor to perform services for the County under the Contract. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the contractor under the laws of California, and who is providing full-time or part-time services to the contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (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 thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the contractor is required to pay a living wage when the Contract commences, the contractor must continue to pay a living wage for the entire term of the Contract, including any option period.

9.1.2.4 If the contractor is not required to pay a living wage when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The contractor must

immediately notify the County if the contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the contractor no longer qualifies for the exception to the Living Wage Program. In either event, the contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the contractor continues to qualify for the exception to the Living Wage Program. Unless the contractor satisfies this requirement within the time frame permitted by the County, the contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

9.1.2.5 For purposes of the contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the contractor pays the employee any amount for that time or if California law requires the contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the contractor pays the employee any amount for that time or if California law requires the contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or 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, the contractor must promptly provide such information. The contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the contractor becomes aware of any labor law-payroll violation 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 must immediately inform the County of any pertinent facts known by the contractor regarding 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 operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the contractor's place of business, any of the contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

9.1.7.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports

If the 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 will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

If the contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the contractor up to the full amount of any invoice that would otherwise be due, until the contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the 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 the 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 the contractor liquidated damages in the amount of one hundred dollars (\$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 the contractor.

3) Termination

The contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.7.2 Remedies for Payment of Less Than the Required Living Wage

If the contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding Payment

If the 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 the contractor the aggregate difference between the living wage amounts the 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 the 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.

2) Liquidated Damages

It is mutually understood and agreed that the 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 the contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the contractor liquidated damages of

fifty dollars (\$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 the contractor.

3) Termination

The contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.7.3 Debarment

In the event the contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of contractor Non-Responsibility and contractor Debarment.

9.1.8 Use of Full-Time Employees

The contractor must assign and use full-time employees of the contractor to provide services under the Contract unless the 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 the Contract. It is understood and agreed that the contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The contractor submitted with its proposal a full-time employee staffing plan. If the contractor changes its full-time employee staffing plan, the contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The contractor and/or its employees must 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 Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the contractor will 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, the contractor must demonstrate to the satisfaction of the County that the contractor is complying with this requirement.

9.1.11 Intentionally Omitted

9.1.12 Neutrality in Labor Relations

The contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the contractor’s employees, except that this restriction will 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 Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

10 UNIQUE TERMS AND CONDITIONS - DPR

10.1 Termination upon Transfer of Title, Maintenance Responsibility or Park Closure

Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close one or more of the facilities described in Section 2.0, "Facilities to be Maintained" of the Statement of Work, Exhibit A of this Contract (hereinafter, "Exhibit A, Section 2.0, Facilities to be Maintained").

10.1.1 In the event the County transfers title of the facilities described in Exhibit A, Section 2.0, Facilities to be Maintained, to a governmental agency (assignee), the County reserves the right to:

- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The

- County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
- b. Delete the transferred facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract.
- 10.1.2 In the event the County transfer's maintenance responsibility for all or a portion(s) of the facility(ies) described in Exhibit A, Section 2.0 Facilities to be Maintain, the County reserved the right to:
- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
 - b. Delete the transferred facility(ies) from the Contract or, provided there is consent by assignee, assign those portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the sum of the Contract pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract; or
 - c. Delete transferred portion(s) of the facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility(ies) pursuant to this provision from this Contract.
- 10.1.3 In the event the County closes one or more of the facilities described in Exhibit A, Section 2.0, Facilities to be Maintained, the County reserves the right to:
- a. Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or
 - b. Delete the facility(ies) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

10.2 Extraordinary Incidents, Acts of God, Third Party Negligence

Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence. By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

10.3 Right of Entry

In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract. If in the sole discretion or judgment of the Director, and in accordance with Subsection 8.26, Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

10.4 Compliance with the County's Smoking Ban Ordinance

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

11 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.6.2 (Compliance with Applicable Law)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.36 (Public Records Act)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.1 (Compliance with County's Living Wage Program)

Paragraph 11 (Survival)

12 ENFORCEMENT OF CONTRACT

12.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as County's Contract Project Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.

- 12.2** The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 12.3** The Contractor hereby agrees to cooperate with the Director, County's Project Managers and County's Contract Project Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 12.4** In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

13 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any, for the Park Maintenance services to be provided for La Crescenta Area Parks. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the Park Maintenance services of the La Crescenta Area Parks. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1, Amendments and Change Notices, and signed by both parties.

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

Parkwood Landscape Maintenance, Inc.

By

Diego Nieto

Name

President

Title

COUNTY OF LOS ANGELES

By

Janice Hahn, Chair
Board of Supervisors

ATTEST:

CELIA ZAVALA, Executive Officer
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Romy Lo Allen
Senior Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On July 17, 2023 before me, Christian Ochoa Gonzalez ^{Notary Public}
Date Here Insert Name and Title of the Officer
personally appeared David Melito
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Christian Ochoa Gonzalez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: La Crescenta Perks- Nov 2023
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

STATEMENT OF WORK PARK MAINTENANCE SERVICES

I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; maintenance, repair and preparation of athletic areas; the pruning of trees and shrubs; providing weed and pest control; providing specified building custodial services; operate, repair and maintain irrigation systems and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit B, Pricing and Billing Schedule and Performances Frequencies and govern the Contractor's completion of required operations.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic, or turf areas.
- 1.5 The Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by County 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 and shall promptly comply with any request therefor by the Director or designee.
- 1.6 The Contractor shall, during the hours and days of maintenance service, as identified in **Section 7.0**, respond to all emergencies within two (2) hours of notification.
- 1.7 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 identifying the Contractor's name and phone number.
- 1.8 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall

STATEMENT OF WORK PARK MAINTENANCE SERVICES

purchase, store and use environmentally and human friendly products that are compatible with products used by County. County shall determine compatibility and approve Contractor's products prior to their use.

2.0 FACILITIES TO BE MAINTAINED

2.1 The facilities to be maintained under the provisions of this Contract are as follows and are specifically located at the addresses identified below:

(Refer to Exhibit B, Pricing and Billing Schedules and Performance Frequencies, for Sites and Addresses)

These facilities are landscaped with turf, groundcover, shrubs, and are irrigated by manual and/or automatic irrigation systems.

2.2 The Contractor acknowledges personal inspection of the facilities and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition and agrees to make no demands upon the County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.1 Payroll Report

The Contractor shall complete a Payroll Certification Report which shall be made available to the Director or designee concurrent with the monthly invoicing. The Contractor may use Public Works Payroll Reporting and Certification Form that can be found at: <https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>, or provide the required information in a form acceptable to the Director or designee. The monthly payment will not be made until such report is received and found acceptable by the Director or designee.

3.2 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. Said report shall be in a form and content acceptable to the Director or designee and will be made available to the Director or designee upon request. The monthly payment may not be made if such report is requested and is not made available or is in a form that is unacceptable to the Director or designee.

3.3 Certification of Specialty Type Maintenance

When applicable, the Contractor shall include with the monthly invoice, those specialty type maintenance items completed. The following information shall include but not be limited to:

a. Quantity and complete description of all commercial and organic fertilizer(s) used.

STATEMENT OF WORK PARK MAINTENANCE SERVICES

- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioner's Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the person responsible for the report, the applicator's name and the license number under which the applicator was operating.

3.4 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the 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 the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the 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 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, the Contractor shall promptly provide such information. The 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.

3.5 Hauler Tracking and Reporting

Contractor shall provide a report on the approximate quantity, weight and/or volume, of material collected and waste processing facilities to which material is taken on a monthly basis or more frequently as needed to the Contract Manager. Contractor shall include any additional information, such as weight tickets from recycling facilities, necessary to validate quantities of material collected.

If the weights are not available, Contractor shall estimate the volume of the material, and then use generally accepted volume-to-weight conversions depending on the material type. Contract Manager shall review and agree upon reporting system.

For more information on how to calculate the weight of materials, refer to the EPA's Volume-to-Weight Conversion Factors for Solid Waste document: [Click Here](#)

STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 3.6 Diesel Particulate Matter Control Measures
Contractor will follow Diesel Particulate Matter Control Measures under 13 CCR § 2020 et seq. while carrying out contract obligations and report their efforts to the Contract Manager annually or more frequently as needed. For specific details on this requirement, refer to the California Air Resource's Board website: [Click Here](#)

4.0 ADDITIONAL WORK

- 4.1 As authorized in **Section 8.0, Change Notices and Amendments**, of the Contract, the Director or designee may at his/her discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third-party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 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 work shall commence without a written authorization from the Director or designee.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or designee for approval.

5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, 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 O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 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 or designee shall be notified within 24 hours if an unsafe condition or safety hazard is discovered on the premises that requires major correction. A major correction would

STATEMENT OF WORK PARK MAINTENANCE SERVICES

constitute a maintenance issue that cannot be easily corrected within 24 hours by Contractor and could be hazardous to park visitors. The Contractor will be responsible for alerting the Director or designee of the hazard and reporting it to the Maximo Call Center to create a work order. The Director or 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 and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as 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 the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

6.0 CONTRACTOR'S STAFF

- 6.1 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. 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.
- 6.2 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.
- 6.3 The Director has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.
- 6.4 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.
- 6.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape maintenance

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services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

- 6.6 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.
- 6.7 The Contractor shall provide readily available transportation or access within 300 feet to toilet facilities to employees who are working in the field during normal business hours for the duration of the contract term. In the event that the Contractor provides a toilet structure for its employees, the toilet structure must be clean and in good working order and supplied with adequate toilet supplies.

7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

- 7.1 The basic daily hours of maintenance service shall be as follows:
Please refer to Exhibit B, Pricing and Billing Schedule and Performance Frequencies, specific to each site.
- 7.2 The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours seven (7) days per week. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director or designee.
- 7.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

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8.0 MAINTENANCE SCHEDULES

- 8.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director or 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. In addition, the Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 35 of the Statement of Work.
- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director or designee for his/her review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.
- 8.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 8.4 The Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
- 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 or designee.

9.0 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

- 9.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.
- 9.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion

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of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

10.0 SIGNS/IMPROVEMENTS

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

11.0 UTILITIES

The County shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director or 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 the County will be presented to the Contractor by the Director or designee prior to actual deduction to allow for explanations.

12.0 RESPONSES, INQUIRIES, AND COMPLAINTS

- 12.1 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 12.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. 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 receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.
- 12.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.

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- 12.4 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.
- 12.5 All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (24) hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.
- 12.6 Contractor shall provide and maintain at its own expense an active local or toll-free telephone number to make sure that emergency calls can be received. The Contractor or his/her designated person shall ensure that emergency calls can be received after normal business hours on a twenty-four (24) hour, seven (7) day a week basis. The Contractor or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

13.0 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.

14.0 USE OF CHEMICALS

14.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

14.1.1 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be

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- certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.
- 14.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director or designee per Paragraph 9.40, Subcontracting, of the Contract, may subcontract this service.
- 14.1.3 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, the Director or designee may deduct pro rata from the Contractor's invoice applicable contract costs for chemical spraying.
- 14.1.4 The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 14.1.5 In addition to the remedies provided heretofore, this Contract may be terminated per Paragraph 9.44, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 14.2 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director or designee.
- 14.3 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.
- 14.4 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 Pest Control Advisor recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 14.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 14.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

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- 14.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 14.8 Products that include Glyphosate as an ingredient are prohibited from use in all County parks and facilities. Proposed alternatives will be reviewed and approved by the Director or designee prior to application.

15.0 GREEN INITIATIVES

- 15.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor’s products prior to their use.
- 15.2 Contractor shall identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. Contractor shall provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor shall train Contractor’s staff on measures needed to comply with County’s directive to prevent contamination of green waste.
- 15.3 Effective January 2, 2024, the Contractor shall use battery-electric operated hand tools, blower, weed-wackers, etc., to provide the services under this scope of work. The use of gas-powered hand tools to provide the services under this scope of work is prohibited. Contractor shall provide a list of the types of battery-electric equipment they intend to use to provide landscaping services.
- 15.4 Contractor shall identify any environmentally sustainable best practices in which it currently participates or in which it is legally obligated to participate, including procurement of landscaping materials such as mulch and compost. Other sustainable best practices include integrated pest management, grasscycling, drip irrigation, composting, environmentally sustainable procurement, using mulch, and using electric powered tools and equipment. Contract Manager will document how Contractor will undertake green best practices. As needed, Contractor shall train staff on environmentally sustainable best practices.

16.0 NOISE

Contractor shall not prepare for or initiate any operations or use any equipment before 7:00 a.m. that would violate local noise ordinances or noise reduction needs.

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II. ON-GOING MAINTENANCE TASKS

The specific frequencies per site are identified in Exhibit B, Pricing and Billing Schedule and Performances Frequencies, and govern the Contractor's completion of required operations.

GROUP I Mowing

17.0 MOWING

- 17.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director or designee and within the manufacturer's guidelines.
- 17.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
- 17.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 17.4 Mower blades shall be sharpened weekly.
- 17.5 Mowing height shall be no less than $\frac{3}{4}$ inch and may be set as high as 4 inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director or designee.
- 17.6 Mowing operation shall be on a schedule that is acceptable to the Director or designee.
- 17.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.8 Mowing of turf at each park facility shall be completed in one operation.
- 17.9 Unless otherwise prohibited by law, Contractor should utilize grasscycling to save water and mitigate environmental impacts. Contractor should not cut more than one-third of actual height of grass at any one time, and shall maintain the following optimal heights of grass to maximize impact of grasscycling:
 - Bermuda (Hybrid) and Seashore Paspalum: $\frac{3}{4}$ "
 - Bermuda (Common), Kikuyugrass, Dwarf Tall Fescue, St. Augustine, Zoysia and Blue Grammagrass: $1\frac{1}{2}$ "
 - Fescue, Ryegrass and Buffalo Grass: $2\frac{1}{2}$ "
- 17.10 Low-noise zero emission battery-electric mowers are required where available.

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18.0 GROUP I SITE INSPECTION AND REPORTING - Mowing

- 18.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 18.2 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.
- 18.3 Damaged sprinkler heads, valve box and covers shall be immediately reported to County Staff. If Contractor damages a sprinkler head or a valve box cover, the Contractor must repaired/ replaced it within 24 hours.
- 18.4 If a mowing operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

19.0 GROUP I MANAGEMENT/SUPERVISION - Mowing

- 19.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.
- 19.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 19.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.

GROUP II General Landscape Maintenance

20.0 MECHANICAL EDGING

- 20.1 All, turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.
- 20.2 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.
- 20.3 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.

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- 20.4 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 20.5 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.
- 20.6 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

21.0 WEED REMOVAL

- 21.1 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- 21.2 Methods for removal of weeds can incorporate one or all four of the following:
 - a. Hand removal (Mechanical)
 - b. Cultivation
 - c. Chemical Eradication
 - d. Mulching
- 21.3 Remove or control all weeds and grasses from the following areas: beds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.
- 21.4 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas. Further, more “naturally kept” areas may also be candidates for invasive weed removal through mechanical or chemical means but should be investigated further for protection of native species if within habitat interfaces.
- 21.5 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.
- 21.6 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 21.7 After complete kill, all dead weeds shall be removed from the areas.
- 21.8 Spot treat with a portable sprayer or wick wand using an effective herbicide applied per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application.

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- 21.9 Treatments shall be made, or attempted to be made, prior to weeds flowering. If weeds have completed blooming, care should be applied to minimize dispersal of seed during maintenance events.
- 21.10 Contractor will provide a plan within three (3) days of contract execution or by agreed upon date with Contract Manager to abate and remove weeds in compliance with the County's accepted methods. As needed, Contractor shall train staff on measures needed to comply with County's directive to abate and remove weeds.
- 21.11 Mechanical removal must be attempted before the use of chemicals. The Contractor shall consult with the Contract Manager on allowable products prior to using any chemicals.
- 21.12 Any compost or mulch purchased by the Contractor shall be SB 1383 compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor shall provide documentation to the Contract Manager showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.
- 21.13 Contractor shall identify methods of weed control used in flowerbeds after they are planted for the season and prior to planting annuals. Contract Manager will document specific Contract language showing how Contractor will control weeds in flowerbeds in accordance with the County's BMPs.

22.0 LITTER CONTROL

- 22.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated debris upon the hard surfaces, developed, bare and undeveloped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, catch basins, play equipment, sand/Fibar areas, turfed areas, and Skate Parks.
- 22.2 Complete policing, litter pick up and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 22.3 Complete removal of floating debris and litter in lakes and/or streams.
- 22.4 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.
- 22.5 Trash cans and any other large materials placed into the lakes or streams shall be removed.

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- 22.6 Submerged debris within ten (10) feet of the incline of the lake shall be removed daily.
- 22.7 Litter shall be removed from all riding and hiking trails and ten (10) feet on either side of trails.
- 22.8 Litter shall be removed from developed irrigated slope areas and undeveloped areas (10 feet out, up or down) adjacent to developed areas or roadways.
- 22.9 Litter picked up on site shall be placed in trash bins and not in trash containers.
- 22.10 All such materials collected must be managed onsite or taken to an approved organic processing facility. If using an off-site organic waste processing facility, then the Contractor shall provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor shall train facility staff in managing the green waste to compost the acceptable materials.
- 22.11 Dog waste stations shall be refilled prior to 10:00 am, on an as needed basis. Bags and stations will be provided by County.

23.0 TRASH CONTAINERS

- 23.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 23.2 Receptacles shall be conveniently located for public use and returned daily to such locations if receptacles are displaced by third parties.
- 23.3 Containers or related appurtenances shall be cleaned and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 23.4 Containers shall be painted and stenciled as needed.
- 23.5 Containers shall be fifty-five (55) gallon drums.

24.0 TRASH BIN REMOVAL

- 24.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 24.2 A designated storage area will be provided for the trash bin(s).
- 24.3 The Contractor shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.
- 24.4 Trash trucks shall not be permitted on park turf areas.
- 24.5 Contractor shall also report to the Contract Manager on quantities of green waste hauled away from County facilities and green waste reused onsite. As needed, Contractor shall train staff on measures needed to comply with County's directive to recycle green waste.

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25.0 RAKING

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).

26.0 PRUNING AND HEDGE TRIMMING

26.1 Clearance

- a. Maintain trees to achieve a seven (7) foot clearance for all branches within the developed park area and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways and hiking and riding trails. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. All wounds one inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
- c. Shear fence lines to limit growth to just outside of chain link fabric.

26.2 Trim designated formal plant materials to maintain formal hedges and topiary work.

26.3 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.

26.4 Remove all new growth on trees up to the appropriate height clearances.

26.5 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.

26.6 Staking and Tying

- a. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches.
- b. Stake in those cases where tree has been damaged and requires staking for support.
- c. Stake new trees or recently planted trees which have not previously been staked.
- d. Materials
 1. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
 2. Guy wires where required, and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
 3. Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

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4. Stakes will not be placed closer than eight (8) inches from the bark.

26.7 Groundcover

All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All groundcover 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.

26.8 Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.

26.9 Remove and place in appropriate trash bin(s) all clippings the same day that plant materials are pruned or trimmed.

26.10 Contractor shall not dispose of green waste material(s) in a landfill. Contractor shall identify means to the Contract Manager for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

27.0 SWEEPING

27.1 Check concrete areas for cracks, crevices and deterioration and notify the Director or designee in writing within twenty-four (24) hours and barricade hazards immediately. Contractor shall also report any hazards to the Maximo Call Center to create a work order.

27.2 Walkways, steps, hard court areas, picnic pads, picnic shelters, patios, and Skate Parks shall be cleaned including but not limited to; the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.

27.3 Methods for sweeping of designed areas can require one or all of the following:

- a. Power pack blowers
- b. Vacuums
- c. Brooms
- d. Push power blowers

27.4 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. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by the Director or designee in order to insure that the public is not unduly impacted by the noise created by such equipment.

27.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.

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27.6 Sweeping operation of the hardcourt areas, including but not limited to tennis courts, in conjunction with washing shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., Sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday.)

28.0 WASHING

28.1 Tennis Courts/Hard Court Areas/Skate Parks

Contractor shall use gas power pressure washer for all washing of designated concrete walkways. Equipment specifications are listed below:

- 1) PSI range between 2400 to 5000 GPM
- 2) Spray range between 2.4 to 4.0 gallons per minute
- 3) Cold Water Pressure Washer

Washing operation of the hardcourt areas, including but not limited to tennis courts, in conjunction with sweeping shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday).

28.2 Picnic Table Pads, Shelter, Patios and Designated Hard Surface Areas.

The above shall be thoroughly washed (cleaned) to remove accumulated materials.

28.3 Patio Areas used for Food Service

Patio areas used for food service shall be washed (cleaned) to remove accumulated materials before 10:00 a.m.

28.4 In case of drought, as instructed by the Director, Contractor shall use water broom to wash tennis courts/basketball courts, picnic table pads, shelters, kitchen, and patio areas used for food service.

28.5 Dog Park - Concrete pavement, drinking fountains, picnic benches, pole footings, and any other hard surfaces

The above shall be thoroughly washed (cleaned) to remove accumulated materials and wiped dry.

28.6 Any washed areas should be left dry and ready to use.

29.0 GRAFFITI ERADICATION AND CONTROL

29.1 Graffiti eradication and control shall include all surfaces to the following areas as noted.

Exterior

- a. All exterior wall surfaces.
- b. Park Signs and Park Fountains

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- c. Wooden Bridges and Play Structures
- d. Picnic Pavilions, patios, tables and slabs
- e. Restrooms and Comfort Stations - all exterior wall, window and door surfaces
- f. County Service Yard and Buildings
- g. Concrete and Block Walls
- h. Concrete walks throughout the park.
- i. Curbs in parking lots and on streets and drives.
- j. Trash Barrels
- k. Doors
- l. Other surfaces within the park.

Interior

- a. Park offices, meeting rooms, and storage rooms
 - b. Restrooms and comfort stations - all interior walls, doors, cabinets and windows.
- 29.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.
- 29.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director or designee.
- 29.4 The Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Contractor shall use materials, and methods of application, as provided and approved by the Director or designee.
- 29.5 The Contractor is not required to sandblast walls or walkways.
- 29.6 The Contractor shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.
- 29.7 Graffiti removal also includes the removal of stickers.

30.0 SAND/FIBER/WOODCHIPS AND/OR PLAYGROUND SURFACES PLAY AREAS/PLAYGROUND EQUIPMENT

- 30.1 All playground sites and equipment shall be inspected at the start of each workday and before 8:00 a.m. The Contractor shall complete a daily written report as prescribed by the County for each play area on a Daily Facility/Equipment Inspection Report form provided by the Director or designee.
- 30.2 The Contractor shall sign, date and send, via facsimile, each Daily Facility/Equipment Inspection Report to the Director or designee prior to 2:00 p.m. on the date of the actual inspection.

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- 30.3 Any play area component (condition or portion of a play area) showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.
- 30.4 All playground sites and equipment shall be neatly groomed at the start of each workday and before 8:00 a.m.
 - 30.4.1 The entire sand/fibar and/or playground surfaces play area shall be cleaned, raked to a depth of 5 inches and raked level. All foreign and hazardous materials shall be removed. All sand/fibar and/or playground surfaces play areas shall be maintained free of weeds, litter, cans, pop tops, broken glass and other harmful and unsightly debris.
 - 30.4.2 Special attention shall be made to low and "dished out" sand/fibar areas around play equipment. These sand/fibar areas shall be leveled by distributing sand/fibar from high areas to low areas.
 - 30.4.3 During the leveling and distribution of sand/fibar no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.
 - 30.4.4 During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction.
 - 30.4.5 The sand/fibar fall zone areas are considered to be locations eight (8) feet around and below the play area. These areas shall have a cushioning potential of twelve (12) inches. In order to achieve this cushioning requirement, the Contractor shall provide rototilling once per week in all fall zone areas. The Contractor shall notify the Director or designee as soon as possible if the twelve (12) inch cushioning cannot be achieved.
 - 30.4.6 Cushioning to twelve (12) inches means the loosening of surface material to absorb the shock from play activity.
- 30.5 Equal access play areas and their resilient surfaces shall be thoroughly swept to remove sand/fibar, silt and debris following each litter and debris removal. Any cracks, tears, rips or holes shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.

31.0 PICNIC AREAS/SHELTERS

Daily Operations

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- 31.1 Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be spot cleaned and sanitized to insure safe use by the public.
- 31.2 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.
- 31.3 Picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings shall be inspected for safety hazards and general need of repair.
- 31.4 The Contractor's observation of safety hazards or the general need of repair of braces, braziers, picnic tables, cooking grills, fireplaces, sinks, food preparation surfaces and fire rings shall be immediately reported to the Director or designee.
- 31.5 Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities and fire rings shall be removed.
- 31.6 The entire picnic area, including shelters, shall be kept free of broken glass, cans, pop-tops, paper, etc.
- 31.7 Empty all trash containers.

Weekly Operations

- 31.8 Clean and sanitize all pads, benches, walls, splashboards, cupboard doors, stoves, dispensers, sinks, trash containers and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas. Remove all tacks, staples, strings and other objects.
- 31.9 Thoroughly clean, wet mop, and disinfect floors taking care to clean corners and around other obstacles.

32.0 DRINKING FOUNTAIN MAINTENANCE

- 32.1 The Contractor shall maintain all interior and exterior drinking fountains by performing the following daily operations:
 - a. Drinking fountains shall be cleaned and disinfected.
 - b. Leaking fixtures, clogged or stopped up drains and damaged fountains that cannot be repaired by tightening the fixture to stop the leak, unclogged by using a "plumber's helper" or a short snake to clear the drain shall immediately be reported to the Director or designee orally and thereafter in writing. For leaking fixtures that cannot be stopped as indicated in this Subparagraph, the water valve shall be turned off.
- 32.2 The County shall be responsible for the repair or replacement of drinking fountains and fixtures. Additional compensation may be authorized, at the discretion of the Director or designee, for the Contractor to perform said work.

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33.0 AERIFICATION

- 33.1 Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at not more than six (6) inch spacing.
- 33.2 Turf aerification shall be accomplished during the period of April through November, at the frequency established in the Pricing and Billing Schedule and Performances Frequencies, Exhibit B, of the Contract.
- 33.3 Flag sprinkler/irrigation heads prior to commencing this task.

34.0 FERTILIZATION

- 34.1 All fertilizer/micronutrients shall be approved by the Director or designee prior to application.
- 34.2 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.
- 34.3 All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1½ -2.
- 34.4 Application of topdressing shall proceed after the Shatter tine aeration (La Crescenta Area Parks as instructed by the Director).
- 34.5 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director or designee at the rate of application per the manufacturer's recommendation.
- 34.6 Fertilization to occur as scheduled by the Director or designee for the period following broadleaf eradication.

35.0 RODENT CONTROL

- 35.1 All areas shall be maintained free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees, and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control or an approved equal as approved by the Director.
- 35.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.
- 35.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Contractor's expense, until eradication is complete.

36.0 SWALES AND DRAINS

- 36.1 The Contractor shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an

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unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.

- 36.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 36.3 Drains and collection boxes shall be cleaned and cleared of all debris.
- 36.4 Drain grates shall be inspected to restrict hazards. The Contractor shall immediately inform the Director or designee of any broken or missing grates, and secure same to keep the area safe for public use.

37.0 SERVICE YARD AND STORAGE AREA

- 37.1 The County, at its discretion, may provide storage and office facilities for the Contractor's use within the premises. In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract. Further, said facility shall not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director or designee.
 - The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.
- 37.2 The Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter, to be disposed of by the Contractor at an approved disposal site.
- 37.3 Service yard and storage areas must be swept and kept clean of all and debris.
- 37.4 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service yard and storage area(s).
- 37.5 Damage or loss to the Contractors equipment, materials and/or personal property shall be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

38.0 GROUP II SITE INSPECTION/REPORTING-General Landscape Maintenance

- 38.1 Prior to proceeding with any Group II task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 38.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

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39.0 GROUP II MANAGEMENT/SUPERVISION-General Landscape Maintenance

- 39.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 39.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 39.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 39.4 The Contractor's executive, management, or supervisory staff shall provide ongoing follow up behind operations to ensure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP III-Sports Field Maintenance

40.0 SPORTS FIELD MAINTENANCE

All ballfield areas within the premises shall be maintained at a level that insures a safe playing condition. Said ballfields, including appurtenant backstops, fencing, bleachers and walkways shall be inspected daily, and the Director or designee informed immediately thereafter, of any hazardous conditions thereat, or of any supplemental needs therefor.

40.1 On-Going Ballfield Preparation

The following progression is necessary to prepare a ballfield for each day's play:

- a. The home plate, pitcher's mound, 1st, 2nd, and 3rd base areas surface materials shall be loosened, raked, shaped, and the areas leveled. The surface material that has worked away from these areas must be replaced and tamped down firmly.
- b. All other depressions in the skinned area should be graded level and tamped down firmly.
- c. Lightly water the skinned portion of the infield and then drag and level with a Maxwell Steel Planner Drag or its equal, to break the crust and regrade the infield.
- d. Give the skinned areas a finished surface with a drag mat. Said drag, similar to a metal foot scraper constructed of heavy interwoven metal

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squares, is used to provide a finished surface. If a vehicle is used to tow the drag mat, make sure that the speed is slow enough to prevent the surface material from being thrown into the outfield grass or out of the skinned areas. Particular care shall be given to the transition zone between grass and skinned area surface so that it is smooth.

- e. After smoothing the surface with the drag mat, small pebbles and other debris, shall be removed.
- f. The skinned portion of the diamond shall be thoroughly watered with the proper amount of water to provide a suitable condition for play. As a rule, after about 1/2 hour of watering, the appearance of small water bubbles should indicate sufficient watering. In the watering of the diamond, the correct procedure is to water away from the body with the hose to the rear. Do not walk on the watered areas.
- g. As the field dries, clean and wash down dugouts, bleachers, concrete pads, and walks around the diamond. Make sure that the runoff from this operation does not create hazardous or unplayable conditions in the area.
- h. Make sure that the base pegs, pitching rubber, quick couplers, valve box covers, and sprinkler heads are visible.

40.2 Periodic Maintenance Operations

- a. The berm buildup that is created from play and the dragging operations shall be regularly raked level to insure a smooth transition between the skinned portion of the infield and the grass portion of the outfield.
- b. Turf and weed encroachment shall be prevented within the skinned portion of the ballfield.
- c. A smooth line shall be kept between the turf grass and skinned portion of the ballfield by either mechanically edging or chemical application.
- d. Seasonally excessively wet diamonds may require the working of the skinned area until it is dry enough to prepare for play. Acceptable techniques shall be utilized to provide a playable diamond. If rain has stopped, and water is standing on the diamonds, Contractor shall broom, squeegee, absorb or otherwise remove standing water from the skinned portion of the diamond to help dry it for play.
- e. A soil sterilant or herbicide shall be applied under all fencing that does not have concrete mow strips.
- f. Foul lines and out-of-bound lines that extend into turf areas shall be burnt in on a regular basis to insure their visibility.

40.3 Scheduling of Maintenance Operations

Ballfield shall be prepared daily in compliance with the schedule of recreation use as set forth by the Director or designee. Said schedule shall

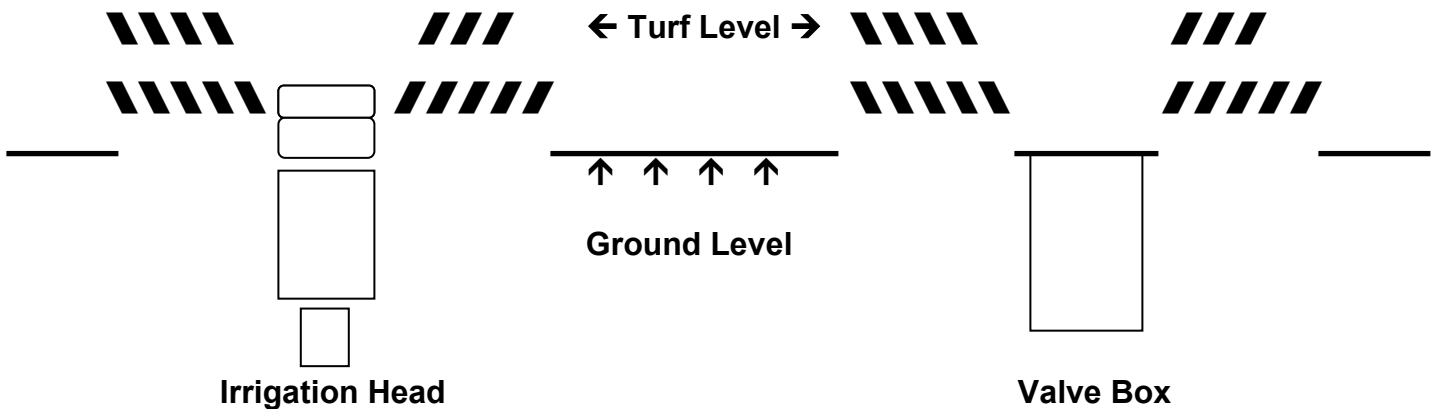
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be prepared by the appropriate recreation staff and forwarded by the monitor to the Contractor.

40.4 In the event that the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by Director or designee in order to ensure that the public is not unduly impacted by the noise created by such equipment.

40.5 Detailing Sports Field Areas

Sports fields shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or valve box so that the soil is not "dished" around the heads or boxes and no hazard is created or allowed to exist. Detailing should be done according to the following illustrations:



40.6 Horseshoe Pit Maintenance

Horseshoe Pits shall have their pegs properly oriented and placed. Eroded pit materials shall be returned to the pit and graded so that water applied to its surface will run away from the pit. Ball diamond "mound mix", only, will be used as a pit material.

41.0 GROUP III SITE INSPECTION/REPORTING - Sports Field Maintenance

41.1 Prior to proceeding with sports field maintenance operations, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.

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41.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

42.0 GROUP III MANAGEMENT/SUPERVISION - Sports Field Maintenance

42.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

42.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.

42.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.

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

GROUP IV– Interior Building Maintenance

43.0 INTERIOR BUILDING MAINTENANCE

43.1 Pickup debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.

43.2 Dust counter tops and other horizontal surfaces.

43.3 Remove, empty, clean and disinfect all trash receptacles.

43.4 Stack chairs on tables and clear floor area.

43.5 Inspect and replace burnt out lights and tubes.

43.6 Remove all graffiti using graffiti removal materials, scrubbing techniques or paint when applicable.

43.7 Clean doors, door frames, light switch, kick and push plates and handles.

43.8 Clean and disinfect top and sides of drinking fountains and scrub and dry fixtures.

43.9 Sweep and dust mop floors taking care to clean corners and around obstacles.

43.10 Spot mop around entryways and all stains and spills.

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- 43.11 Replace chairs, tables and containers, etc.
- 43.12 Deodorize room.
- 43.13 Immediately notify the Director or designee of any irregularities or hazards.
- 43.14 All areas shall be left clean and free of streaks, stains, film, debris, water spots and odors.
- 43.15 Thoroughly vacuum carpeted floors, taking care to clean corners and around obstacles.
- 43.16 Clean and disinfect all furniture including desks, chairs and tables.
- 43.17 Dust all exposed cabinets, bookcases, shelves and legs.
- 43.18 Empty, clean and sanitize all kitchen trash containers.
- 43.19 Thoroughly mop and disinfect kitchen floors, taking care to clean corners and around other obstacles.
- 43.20 Inspect and refill all Kitchen Dispensers.
- 43.21 Wash and sanitize all kitchen walls, splashboards, cupboard doors and dispensers.
- 43.22 Clean and sanitize stoves, ovens, refrigerators, other appliances and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas.
- 43.23 Sweep and dust wood floors with commercial sweeping material daily.
- 43.24 Spot clean and remove foreign materials from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
- 43.25 Buff the wood floors with a No. 2 steel wool pad or equivalent.

44.0 PERIODIC INTERIOR BUILDING MAINTENANCE

Weekly

- 44.1 Dust and disinfect all telephones.
- 44.2 Machine buff resilient floors.

Monthly

- 44.3 Wash all windows and glass doors.
- 44.4 Strip, clean, refinish and machine polish (Director or designee shall approve the type of non-skid wax) resilient floors.
- 44.5 Dust venetian blinds.

45.0 GYMNASIUM FLOOR MAINTENANCE

- 45.1 The Contractor shall maintain the gymnasium floor by performing the following operations. All phases of these procedures will be followed to ensure the complete cleaning and removal of fine debris from the floors.
 - 45.1.1 Where applicable, walk-off mats will be removed to outside where they will be swept with a corn broom to remove as much dirt and

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abrasive particles as possible. This must be done to enhance the mats protective potential.

- 45.1.2 The entire floor will be swept, including under bleachers, with soft bristle tampico brooms. Remove all trash and debris that is collected. Any spots of gum must be removed with a plastic putty knife. Any spills of soda will be spot damp mopped as well as around drinking fountains and bleacher areas. Use a small amount of Hil-Shine in a mop bucket. Scuff marks may be removed with damp fine steel wool by scrubbing lightly.
- 45.1.3 A previously prepared (treated) dust mop will be used each day following the brooming of the floor. Following the dust mopping of the floor, the dust mop will be prepared (shaken out and treated with a product appropriate to sealed-wood gym floors) for use the following morning.
- 45.1.4 A complete damp mopping will be done twice a week or more frequently if warranted due to excessive use of gym.
- 45.1.5 Turkish towels will be immersed completely in mopping solution then wrung out thoroughly to allow dampness but not excessive solution on floors. Towels should be rinsed frequently to ensure a clean and thorough job. After each use, towels will be wrung out and hung up to dry. A thirty-inch stiff bristle push broom or proper broom handle and frame should be used to drape the turkish towels over to utilize widest possible coverage of the floor. Both sides of the towels should be used during mopping procedures. If possible, gym should remain closed for approximately an hour to allow complete drying of floor.
- 45.2 Alternate patterns will be used in mopping to ensure even coverage. Patterns should always allow persons to mop away from rear of gym toward an exit.
- 45.3 Walk-off mats will be replaced when floor is dry and before activity is allowed to resume.
- 45.4 The Contractor shall provide appropriate gym floor products necessary to maintaining sealed-wood gymnasium floor and submit to the Director or designee a copy of the floor care program contractor proposes to follow.

46.0 SECURITY LIGHTS

Check security lights around building and comfort stations to see that they are functioning. Replace light bulbs as needed.

47.0 HOSE OFF BUILDING EXTERIOR/ADJACENT PLANTS

Hose off exterior of building and adjacent plant material to remove accumulated dust and grime and accumulated foreign materials.

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48.0 STORAGE AND MAINTENANCE ROOMS

- 48.1 Dust, clean and sweep all storage and maintenance rooms.
- 48.2 Storage and maintenance rooms utilized by the Contractor for storing the Contractor's equipment and supplies shall be arranged in an organized and neat manner.
- 48.3 Clean storage, maintenance and mechanical rooms located in restrooms.

49.0 RESTROOM MAINTENANCE – Daily Operation

- 49.1 All restrooms shall be cleaned thoroughly once per day in accordance with the following tasks: all tasks shall be completed, and restrooms opened for public use prior to 8 a.m. unless otherwise specifically authorized by the Director or designee. Restrooms shall be thoroughly cleaned a second time daily: after 1 pm, but prior to 2:30 pm, in accordance with the following tasks.
- 49.2 Pick up debris and trash, then sweep floor. Removed materials are not to be swept outside of the restroom.
- 49.3 Empty trash and napkin receptacles, replace liners as needed.
- 49.4 Check and refill all dispensers as needed.
- 49.5 Replace burnt out light bulbs or tubes, inside of restroom.
- 49.6 Remove all graffiti using graffiti removal materials or other scrubbing techniques.
- 49.7 Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceiling, partitions, vents, etc.
- 49.8 Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.
- 49.9 Disinfect the inside of urinals and toilets.
- 49.10 Disinfect the top and bottom of toilet seats, fixtures, and surfaces of and surrounding each fixture.
- 49.11 Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.
- 49.12 Disinfect around urinals, under sinks, around floor drains, and other areas where bacteria might breed.
- 49.13 Disinfect sinks, dispensers, receptacles, trash containers, and walls around such areas.
- 49.14 Clean mirrors.
- 49.15 Scrub sinks and wipe dry. Use a small scrub brush to clean corners, cracks, and narrow areas.
- 49.16 Scrub inside surfaces of toilets and urinals. Be sure to scrub upper lip. Do not flush.
- 49.17 Scrub outside of toilets, urinals, and rear wall.

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- 49.18 Wipe toilet seats, toilet bowls, urinals, and fixtures until dry.
- 49.19 Spot clean walls and scrub handprints, etc. from walls and partitions and wipe dry.
- 49.20 Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- 49.21 Wipe off cove base and remove mop strands caught around posts, etc.
- 49.22 Replace receptacles and trash containers following their cleaning.
- 49.23 Deodorize the restrooms.
- 49.24 Immediately notify Director or designee of any irregularities or hazards.
- 49.25 If running water, broken fixtures, or plugged sewer lines cannot be normalized or isolated, the restroom is to be locked and the Director or designee immediately notified.
- 49.26 Remove graffiti from the outside of the restroom building and wash off any other dirt clods, mud, or foreign materials.
- 49.27 Clean top and sides of drinking fountains outside of restrooms and clear drains.
- 49.28 Disinfect drinking fountains, scrub the fixture, and dry it.
- 49.29 All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.
- 49.30 Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet the demand.
- 49.31 All leaking fixtures; clogged drains; stopped up or damaged basins, toilets, or urinals; and damaged or inoperable lighting fixtures that cannot be repaired by the following shall be reported to the Director or designee: (a) tightened to stop leaks; (b) unclogged by using a "plumber's helper" and short snake.

50.0 RESTROOM MAINTENANCE - Weekly Operation

The following tasks shall be completed the day prior to the scheduled inspection date.

- 50.1 Perform the following tasks prior to commencing the daily task identified in paragraph 49.9:
 - a. By using a plumber's help (plunger), lower water levels in toilet bowls below water line and use a bowl cleaner to descale and dissolve water rings on the bowls and under the flushing rims. Allow the bowl cleaner to soak for 20 to 30 minutes. Do not flush.
 - b. Using a bowl cleaner, descale and dissolve water rings on urinal surfaces and under the flushing rim allowing the bowl cleaner to soak for 20 to 30 minutes. Do not flush.

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- c. Following the soaking period, scrub the bowls and urinals to remove deposits and stains and then flush the toilet bowls and urinals.
- 50.2 Perform the following task prior to commencing the daily task identified in paragraph 49.14:
 - Wash all windows.
- 50.3 Perform the following task prior to commencing the daily task identified in paragraph 49.15:
 - Scrub underneath sink and disinfect.
- 50.4 Perform the following task prior to commencing the daily task identified in paragraph 49.19:
 - Disinfect and completely wipe dry all partitions, doors, door frames, metal plates, handles and hinges.
- 50.5 Perform the following task prior to commencing the daily task identified in paragraph 49.20:
 - Scrub and clean all base molding and "hard to get at" areas.
- 50.6 Use only materials that are not caustic or damaging to the fixtures being cleaned.
- 50.7 Clean light fixture covers.

51.0 RESTROOM MAINTENANCE – Monthly Operation

The following tasks shall be completed on a monthly basis prior to the scheduled daily and/or weekly operational tasks:

- 51.1 Scrub/clean walls and partitions from floor to ceiling and wipe dry.
- 51.2 Immediately notify Director or designee of any irregularities or hazards.

52.0 GROUP IV SITE INSPECTION/REPORTING - Interior Building Maintenance

- 52.1 Prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 52.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

53.0 GROUP IV-MANAGEMENT/SUPERVISION - Interior Building Maintenance

- 53.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 53.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or

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otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.

- 53.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 53.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP V- Chemical Application

54.0 CHEMICAL EDGING/DETAILING

- 54.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, 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.
- 54.2 Water shall not be applied to treated areas for forty-eight (48) hours after each application.
- 54.3 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals.
- 54.4 Linear chemical edging of turf boundaries may be performed in a manner 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.
- 54.5 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.
- 54.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.
- 54.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.

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54.8 Immediately after complete kill, all dead weeds shall be removed from the area.

55.0 BROADLEAF CONTROL

55.1 The product to be used for broadleaf control is Trimec, Turf Ester Herbicide, by Gordon's. This product must be used with precaution and the manufacturer's label must be strictly adhered to.

55.2 For optimum results, the application for broadleaf control or eradication shall be accomplished in early spring, subject to weather conditions and as scheduled by the Director or designee.

- In the event that weather conditions delay application of chemicals for broadleaf control, this task may be eliminated, and billing adjusted accordingly.

55.3 Contractor shall identify methods of broadleaf weed abatement and removal that Contractor uses or anticipates using.

56.0 ALGAE AND AQUATIC PLANT GROWTH CONTROL

56.1 Lakes and streams shall be maintained free of algae, and noxious aquatic weeds.

56.2 Chemicals used in control of algae, and noxious aquatic weeds shall be approved for use by the Agricultural Commissioner's Office. Chemicals containing Glyphosate are prohibited from use in County facilities.

56.3 Cutrine Plus shall be used for control of algae and for noxious aquatic weeds in lakes. Where fish are stocked, usage must be in percentages that are not harmful to the stocked fish species.

56.4 Adjacent walkways and patio areas shall be maintained free of algae.

56.5 Filters to the lake aerification system shall be cleaned to remove all algae and debris.

57.0 GROUP V SITE INSPECTION AND REPORTING - Chemical Application

57.1 Prior to proceeding with any Group V task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.

57.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

58.0 GROUP V-MANAGEMENT/SUPERVISION - Chemical Application

58.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

58.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the

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Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.

- 58.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 58.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP VI – Watering and Irrigation System Management

59.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT

- 59.1 Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid 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.
- 59.2 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions that affect day and night watering. This may include daytime 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 twelve (12) inches to determine the water penetration by random testing of the root zones.
- 59.3 Watering shall be regulated to avoid interference with any use of the facility's roadways, paving, walks, or areas as designated for scheduled special events.
- 59.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

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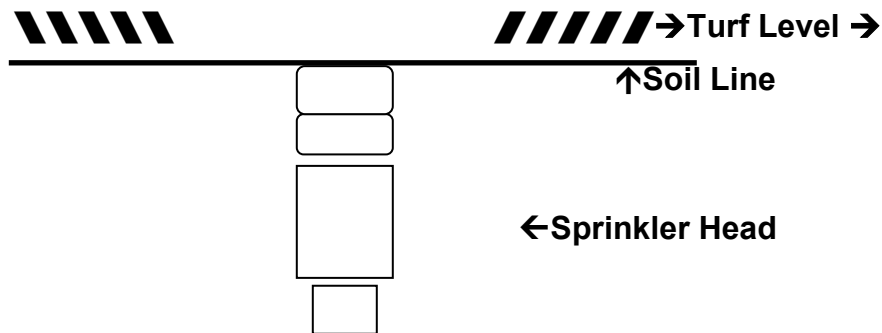
- 59.5 Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.
- 59.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.
- 59.7 All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.
- 59.8 The Contractor shall be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications and frequencies specified herein.
- 59.9 The Contractor shall insure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment and repair of said systems and their components.
- 59.10 The Contractor is responsible for maintenance of the irrigation system by performing the following tasks:
- a. Monitor and Maintain bubbler/drip systems.
 - b. Monitoring all irrigation controllers.
 - c. Inspecting and reporting of irrigation system status.
 - d. Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).
 - e. Repair or replacement of sprinkler heads having a 1/2" inlet.
 - f. Locate and inform the Director or designee of malfunctioning and/or inoperable sprinkler heads having a 3/4" or larger inlet. Remove such heads and replace same with heads as provided by, and instructed by, the Director or designee.
 - g. Providing all nipples, caps, plugs, elbows, couplings, etc.
 - h. Providing replacements of all risers and swing joints due to normal wear.
 - i. Flushing irrigation pipelines following repairs and replacements.
 - j. Replacement of valve box covers due to normal wear.
 - k. The Contractor shall confer with the Director or designee regarding the need for replacement or relocation of inoperable sprinkler heads. The

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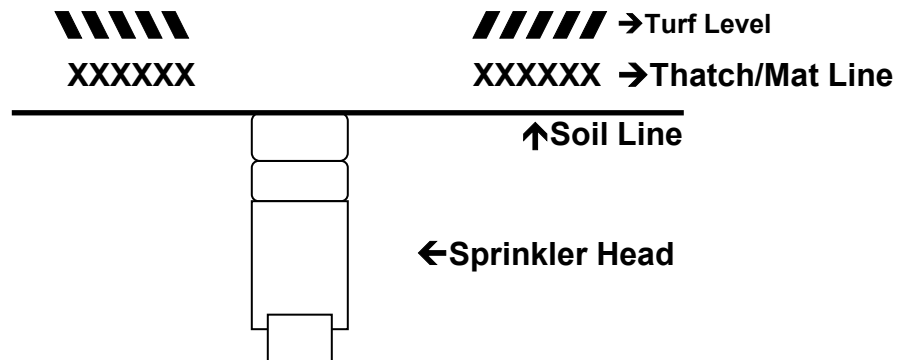
County may require the Contractor, at no additional cost, to exchange inoperable with operable sprinkler head(s) to priority areas within the facility, as identified by the Director or designee.

- I. Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade per the following illustrations:

1. Standard sprinkler head installation without consideration for the thatch and mat accumulation. . . .



2. Standard sprinkler head installation with consideration for the thatch and mat accumulation. . . .



- m. Providing 1" x 1¼" inch angle iron, 30 inches in length for supporting risers on slopes and in beds.

- n. Providing ½" worn drive clamps for securing risers to stake.

59.11 The County is responsible for providing to the Contractor sprinkler heads with a ¾ inch inlet or greater.

59.12 The County is responsible for the following components of the irrigation system: quick couplers, remote control valves, gate valves, automatic controller repairs, and backflow devices. The Contractor shall notify the

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Director or designee, of any damaged or inoperable major irrigation components, indicating the problem, location, size and type of irrigation equipment.

- 59.13 Replacement by the Contractor of all irrigation components provided by County to the Contractor shall be completed within twenty-four (24) hours upon receiving the component from the County.
- 59.14 Complete piping replacement of the irrigation system is not required by the Contractor. The County is responsible for the repair or replacement of leaking main and lateral irrigation lines.
- 59.15 Replacement of irrigation components that are identified as the Contractor's responsibility shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 59.16 Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the Director or designee prior to any installation thereof.

60.0 IRRIGATION SYSTEM OPERABILITY AND TESTING

- 60.1 In order to ensure the operability of the irrigation system, the Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director or designee.
- 60.2 During the testing the Contractor shall:
 - a. Adjust all sprinkler heads for 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.
 - b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
 - c. Record and report all system malfunctions, damage and obstructions to the Director or designee and take corrective action.
 - d. Replace or repair inoperable irrigation equipment identified as Contractor's responsibility.
 - e. Check valve boxes for safety and security purposes.
- 60.3 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- 60.4 Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.
- 60.5 Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within two (2) hours of identification or following verbal notification.

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- 60.6 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 or designee.
- 60.7 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding of valves.
- 60.8 Flush irrigation pipeline after repair or replacement of irrigation components.
- 60.9 If an automatic irrigation system, or a portion of a system malfunctions, the contractor, when authorized by the Director or designee, is responsible for the manual manipulation of that system for a period of thirty days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director, or Designee, may opt to pay the contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

61.0 GROUP VI SITE INSPECTION/REPORTING - Watering and Irrigation System Management

- 61.1 Each facility shall be checked on each day that a facility normally receives service, for irrigation system malfunction 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 shall be done by a knowledgeable and responsible employee of the Contractor.
- 61.2 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from an employee of Los Angeles County.
- 61.3 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.
- 61.4 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

62.0 GROUP VI MANAGEMENT/SUPERVISION - Watering and Irrigation System Management

- 62.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 62.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or

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otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

- 62.3 Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 62.4 Contractor executive, management, or supervisory staff shall provide on-going follow up behind operations to ensure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of Contractor's staff.

III. SEASONAL SPECIALTY TASKS

The following Seasonal Specialty Tasks are to be performed at the request of the Director, or designee, for which the Contractor will be compensated per the identified cost in accordance with Section 4.0, Additional Work, of the Statement of Work.

63.0 SHRUB AND TREE CARE/PRUNING

- 63.1 Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:
- a. All trees shall be trimmed, shaped and thinned.
 - b. All dead and damaged branches and limbs shall be removed at the point of breaking.
 - c. All trees shall be trimmed to prevent encroachment on private property.
- 63.2 Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.
- 63.3 Pruning Procedures
- a. 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 should be made toward the outside portion of this "collar". If a tree does not produce this characteristic collar, then make the cut flush to the limb where it is growing.
 - b. All limbs 1½" or greater in diameter shall be undercut to prevent splitting.
 - c. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

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- d. All cuts exceeding ½" shall be treated with an appropriate tree heal compound.
- e. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- f. Climbing spurs shall not be used.

63.4 Pruning Criteria

- a. The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.
- b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are: seven feet (7') for pedestrian areas and walkways; fourteen feet (14') for vehicular roadways.
- c. 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" or 24" spacing.
- d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.
- g. No stubs will be permitted.

63.5 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to the Director or designee.

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

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

63.8 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 removed and hole backfilled to grade.

64.0 CULTIVATING

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

64.0 RENOVATION/ VERTICAL MOWING

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

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- 64.2 Sweep or rake the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- 64.3 Standard renovating or vertical mowing type equipment shall be used.
- 64.4 Vertical Mowing-Turf
Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.
- 64.5 Renovation-Turf
 - a. Renovate or blade to the soil line, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.
 - b. After thatch is removed and upon completion of turf renovation all turf areas shall be seeded, mulched, fertilized and watered.
 - c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director or designee.
 - d. Mulch shall be spread evenly over the entire area to a uniform depth.

65.0 TURF RESEEDING/RESTORATION OF BARE AREAS

- 65.1 Overseed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.
- 65.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director or Designee.

66.0 DISEASE/INSECT CONTROL

- 66.1 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, groundcover, and turf.
- 66.2 The Director or Designee shall be notified immediately of any disease, insects or unusual conditions that might develop.
- 66.3 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.

67.0 PLANT MATERIALS

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

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- 67.2 Substitutions may be allowed, but only with prior written approval by the Director or designee.
- 67.3 Nomenclature - Plant names used in the landscape plan of the area conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases, not covered therein, the custom of the nursery trade shall be followed.
- 67.4 Quality
 - a. 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.
 - b. All trees shall be measured six (6) inches above the ground surface.
 - c. 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 must be sturdy enough to stand safely without staking.
 - d. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
 - e. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Director or designee.
- 67.5 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the job by the Director or designee.

68.0 INTENTIONALLY OMITTED

IV. SPECIFIC REQUIREMENTS

69.0 COUNTY-PROVIDED MATERIALS

The County shall supply the Contractor with the following materials for which the Contractor will provide the labor at no additional cost to County:

- a. Paint and/or graffiti removal material, when applicable.
- b. Paper products for all restrooms.
- c. Light bulbs and tubes for interior and exterior lighting of park building and restrooms.
- d. Fifty-five (55) gallon trash containers. Trash can liners/trash bags are to be provided by the contractor.
- e. At Crescenta Valley Community Regional Park – Dog Park:
 - 1. Dog waste bags.

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2. Dog Park - Twenty (20) gallon trash containers. Trash can liners/trash bags are to be provided by the contractor.
3. Office - Five (5) gallon trash containers. Trash can liners/trash bags are to be provided by the contractor.
4. Dog waste receptacles (11.5 inches diameter X 23 inches height) trash containers. Trash can liners/trash bags are to be provided by the contractor.

70.0 LOCKS AND KEYS

70.1 The County may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates 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. The County shall provide the Contractor on a one for one exchange, locks that have been vandalized or are inoperable.

70.2 The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.

70.3 Key Control

- a. The Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
- b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
- c. The Contractor shall report all lost or stolen keys to the Director or designee within twenty-four (24) hours of discovery of the loss. The Contractor shall reimburse the County for the cost as determined by the Director or designee, of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of this Contract all keys received by the Contractor shall be returned to the Director or designee.
- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

71.0 GREEN WASTE DISPOSAL

71.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill 1383.

71.2 As of January 1, 2020, the use of green waste as alternative daily cover does not constitute diversion through recycling and will be considered

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disposal for purposes of measuring a jurisdiction’s 50% per capita disposal rate.

71.3 For key elements of this law, review CalRecycle’s site: [Click Here](#)

72.0 PROCUREMENT OF SB 1383-COMPLIANT COMPOST AND MULCH

72.1 Pursuant to Senate Bill (SB) 1383, jurisdictions using compost or mulch are required to procure compost or mulch that was created from municipal organic waste produced in the state of California and produced at a facility in the state of California. Documentation is required to track procurement and validate the source of the compost or mulch. Procurement does not necessarily mean purchase. Chipping and Grinding facilities are not an allowable source of SB 1383 compliant mulch.

72.2 For more information on the State requirements for using recycled organic products: [Click Here](#)

V. SPECIFIC FACILITY REQUIREMENTS

73.0 LA CRESCENTA AREA PARKS

The following additional tasks are required:

73.1 Crescenta Valley Community Regional Park

Dog Park

Any maintenance to the Crescenta Valley Community Regional Park Dog Park must be done prior to 7:00 a.m.

- a. Weed Removal per Specification 21.0
- b. Litter Control per Specification 22.0
- c. Trash Containers per Specification 23.0
- d. Raking per Specification 25:
 1. Keep base areas around trees free of woodchip and level wood chip areas.
 2. Backfill holes in wood chips and eroded areas/holes in decomposed granite areas
- e. Pruning and Hedge Trimming per Specification 26.0
- f. Sweeping per Specification 27.0
- g. Washing per Specification 28.5 on Tuesday and Friday prior to 9:00 AM. When washing, use “**Odor X**” – liquid solution for urine odor and stain eliminator.
- h. Graffiti Eradication and Control per Specification 29.0

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- i. Sweep walk – Dog Park & Return Woodchips to Play Area per Specification 30.0
- j. COVID cleaning and disinfecting guidelines for dog park – daily.

Dog Waste Stations

The Contractor shall maintain dog waste stations by performing the following daily operations:

- a. Dog waste stations shall be cleaned and disinfected.
- b. The Contractor shall replenish dog waste bags prior to 7:00 a.m.
- c. The County will provide the dog waste bags.
- d. The Contractor shall empty the Dog waste receptacles prior to 7:00 a.m. Trash can liners/trash bags are to be provided by the contractor.

The County shall be responsible for the repair or replacement of dog waste stations and fixtures. Additional compensation may be authorized, at the discretion of the Director, for the Contractor to perform said work.

Outdoor Kitchen

- a. Washing

Tasks to be performed as required in Specification 28.3

- b. Daily Operations

Tasks to be performed as required in Specification 31; 5 days per week

- c. Weekly Operations

Tasks to be performed as required in Specification 31; twice per week

Manual Watering 3 times per week

Note: There are 40 quick-couplers in the area; only 5 can be turned on all the same time.

Skate Park

Skate Park opens at 7:00 AM. Tasks must be completed prior to 7:30 AM.

- a. Weed removal in areas where it is impractical to use chemicals: Walks, beds, planters, Hardscape per Specification 21.
- b. Litter control per Specification 22.
- c. Trash containers per Specification 23
- d. Raking Planter beds and planters per Specification 25
- e. Pruning and hedge trimming per Specification 26
 - Shrub Pruning

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- Hedge shaping and trimming
 - Ground cover pruning
- f. Sweeping per Specification 27
 - g. Graffiti eradication and control per Specification 29
 - h. Sand/Woodchips play area/playground equipment/skate park per Specification 30
 - Inspect skate park and equipment for safety
 - i. Rodent control Per specification 35.1
 - j. COVID cleaning and disinfecting guidelines for skate park – daily.
 - k. Chemical edging and detailing - Beds, planters, walkways, hard surfaces, picnic areas undeveloped areas, drainage areas, play areas, Patios, walkways, curbs, gutters, expansion joints, roadways, stream beds – with systemic herbicides. Per Specification 54
 - l. Water and irrigation system management.
 - Valve box integrity-replace covers, check for safety and security per Specification 59
 - Inspect, operate, control & make adjustments per Specification 59
 - Test system for operability, ongoing repair of system components and respond to intermittent malfunctions per Specification 60

Seasonal specialty tasks

- a. Rake, level, compact and eliminate water eroded areas in the decomposed granite (dg) areas of the park. (Once per month September to May).
- b. Provide 120 cubic yards of cedar wood chip in dog park and spread and level. Once a year.
 - Woodchips need to be approved by the Director prior to application. See specs attachment, **Appendix F, Fiber Fall - FiberSoft Wood Chips**.
 - This task should be completed in one day.
 - The day and time for this task shall be approved by the Director prior to scheduling delivery.
 - Great care should be taken to prevent damage to the irrigation components. Flags or traffic cones over the irrigation components is acceptable.

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- Woodchips shall be placed and spread in a manner that does not create any dips and valleys. The entire surface shall be worked to ensure that it accomplishes a smooth even surface. The woodchip shall be spread in a manner that avoids covering any tree wells and irrigation valve boxes. Sprinkler heads will be covered, but great care shall be made to make sure that once activated the sprinkler is able to raise above the woodchip and water adequately.

73.2 Two Strike Park

Dog Waste Stations

The Contractor shall maintain dog waste stations by performing the following daily operations:

- a. Dog waste stations shall be cleaned and disinfected.
- b. The Contractor shall replenish dog waste bags prior to 7:00 a.m.
- c. The County will provide the dog waste bags.
- d. The Contractor shall empty the Dog waste receptacles prior to 7:00 a.m.
Trash can liners/trash bags are to be provided by the contractor.

The County shall be responsible for the repair or replacement of dog waste stations and fixtures. Additional compensation may be authorized, at the discretion of the Director, for the Contractor to perform said work.

**LA CRESCENTA AREA PARKS
EXHIBIT A1 - STATEMENT OF WORK
Attachments**

Attachment 1 Technical Exhibits

Attachment 2 Contractor Discrepancy Form

Attachment 3 COVID-19 Cleaning and Disinfection Protocols

Attachment 4 COVID-19 Cleaning Protocols for Skate Parks

Attachment 5 Fiber Soft Wood Chips

La Crescenta Area Parks
Statement of Work Technical Exhibits
Park Maintenance Services

**Public Works Payroll Reporting Forms can be found through
the following Link:**

<https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>

**Required Chemical Licensing; Facts Sheets can be found
through the following Links:**

https://www.cdpr.ca.gov/docs/license/app_packets/pcb.pdf

https://www.cdpr.ca.gov/docs/license/app_packets/adviser.pdf

https://www.cdpr.ca.gov/docs/license/app_packets/qal.pdf

Contract Discrepancy Report (Attached)

Verbal Notification of a Contract Discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract Discrepancy is identified.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

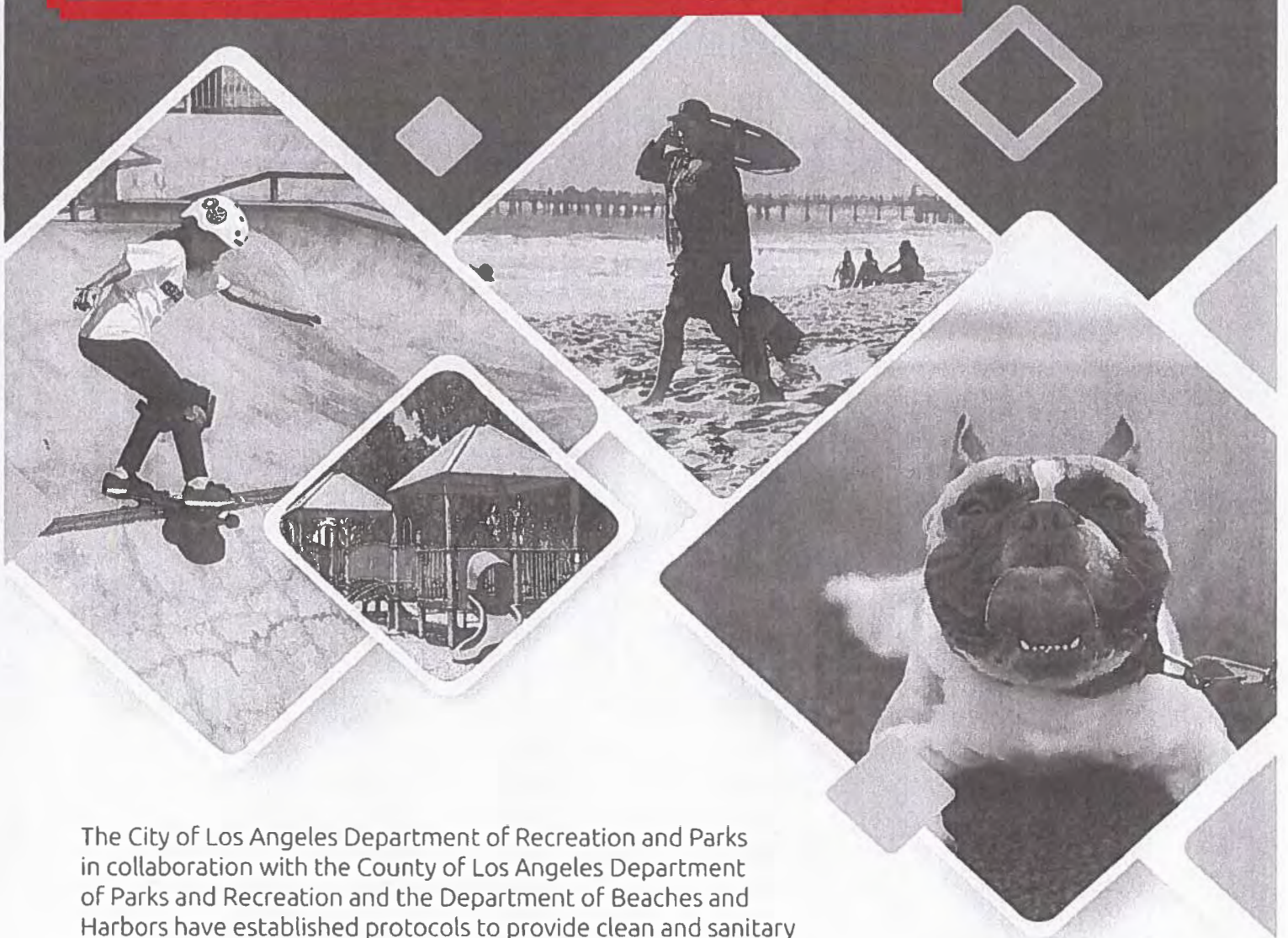
COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

COVID-19 Prevention: Cleaning and Disinfection Protocols



The City of Los Angeles Department of Recreation and Parks in collaboration with the County of Los Angeles Department of Parks and Recreation and the Department of Beaches and Harbors have established protocols to provide clean and sanitary amenities, which includes cleaning and disinfection.

The organizations have shared best practices as it relates to cleaning methods, supplies, and equipment used during this COVID-19 period. Cleaning frequency and tasks will be decided by individual agencies as it relates to their Department's needs. All staff that will be working in a cleaning capacity will be asked to wear Personal Protective Equipment (PPE).



Disinfection for SARS-CoV-2

Currently, the various agencies have access to several products that are effective against the **Coronavirus (SARS-CoV-2)** as listed by the Environmental Protection Agency (EPA).

This guidance is intended for employees from these three agencies who need to effectively clean and/or disinfect common non-porous contact surfaces (such as tables, doorknobs, light switches, handles, counters, etc.).

Please read the instructions on the cleaning product label for the safe and effective use of each product, including the precautions you must take when applying the product (such as wearing gloves and making sure there is good ventilation while applying the product).

Always consult the available Safety Data Sheet or SDS before using the product and ensure you understand the SDS. Your supervisor can provide you with a copy of the relevant SDS and where you can find a copy of it.

For the purpose of this guidance, disposable gloves are to be used to prevent direct contact with the surfaces being cleaned/disinfected and the ingredients in the product(s).

Please note that the Centers for Disease Control and Prevention or CDC recommends that "If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection."

Department Approved Disinfectants

RTU-Ready to Use Products

- Purell Professional Surface Disinfectant
- Lysol Disinfectant Spray Instructions
- Claire Disinfectant Spray Q
- SNiPER Hospital Disinfectant
- CaviCide
- QT-TB
- Enzyme Cleaner

RTU Wipes • Lysol Disinfecting Wipes (All Scents)

Dilutables *Eye protection & access to eye wash stations (must provide a minimum 15 minutes of flow) is required for dilutables.*

- Reliable Brand Pine Multi-Surface Disinfectant
- Pure Bright Germicidal Ultra Bleach
- Maintex Citra-Cide Disinfectant Cleaner



II. Child Care Facilities

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

Step	Action
1	N/A
2	N/A
3	Clean all restrooms, both inside and outside of recreation center, and common areas. Restock toilet paper, hand towels, toilet seat covers, and hand soap and empty trash cans as needed [REDACTED]
4	Routinely clean, sanitize, and disinfect surfaces and objects that are frequently touched such as door knobs, light switches, drinking fountains, classroom sink faucet handles, countertops, nap pads, hand rails, desks, chairs, cubbies, tablets, keyboards, puzzles, building blocks, toys, games, and any other hightouch surfaces throughout the facility on an hourly basis or as needed.
5	Clean kitchen area, sweep and mop, and disinfect counter tops and all serving tables as needed [REDACTED]
6	N/A
7	You are required to secure and store all supplies and cleaning materials when not in use in a locked and secured area.
8	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



III. Restrooms

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

Safety Data Sheet (SDS) and practice social distancing.

Prior to any cleaning of restrooms, the disinfecting process must take place using one of the approved disinfectants the Department has provided.

All restrooms shall be cleaned thoroughly in accordance with the following tasks. All tasks shall be completed with restrooms opened for public use prior to 8:00 am. In addition, restrooms shall be inspected, sanitized (including all frequently touched surfaces), and restocked two additional times throughout the day.

Step	Action
1	Immediately notify supervisor of any irregularities or hazards.
2	Pick up debris and trash, then sweep floor. Removed articles are not to be swept outside of the restroom.
3	Empty trash and replace napkin receptacles, and replace liners as needed.
4	Check and refill all dispensers as needed.
5	Remove graffiti using removal materials or other scrubbing techniques.
6	Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.
7	Disinfect the inside, top, and bottom of toilets, seats, urinals, fixtures, and surrounding surfaces.
8	Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.
9	Disinfect around urinals, under sinks, around drains, and other area where bacteria might breed.
10	Disinfect sinks, dispensers, baby changing stations, receptacles, trash containers, benches, and surrounding walls.
11	Clean mirrors.
12	Scrub sinks and wipe dry.
13	Scrub inside surface of toilets/urinals including upper lip. Do not flush.
14	Scrub outside of toilets, urinals, and rear wall.
15	Wipe toilet seats, bowls, urinals, and fixtures until dry.



III. Restrooms (continued)

Step	Action
16	Spot clean walls and wipe dry.
17	Disinfect and mop floors. Leave floor as dry as possible.
18	Wipe off cove base and remove mop strands caught around posts, etc.
19	Replace receptacles and trash containers following their cleaning.
20	Deodorize the restrooms.
21	Report running water, broken fixtures, or plugged sewer lines that cannot be normalized or isolated to supervisor. Lock restroom.
22	Remove graffiti from outside of the restroom building and wash off any dirt clods, mud, or foreign material.
23	Clean top and sides of drinking fountains outside of restrooms. Clean drains.
24	Disinfect drinking fountains, scrub fixtures, and dry.
25	If showers available, disinfect knobs, railing, and handicap benches in shower areas.
26	All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.
27	Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet demands.
28	All leaking fixtures, clogged drains, stopped up or damaged basins, toilets or urinals, and damaged or inoperable lighting fixtures that cannot be repaired by the following are to be reported to the supervisor. <ul style="list-style-type: none"> a. Tightened to stop leaks. b. Unclog by using a plunger.
29	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available. Soap and water should be used if hands are visibly soiled.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



IV. Interior Buildings

Safety Data Sheet (SDS) and practice social distancing.

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

Prior to any cleaning of the interior building, sanitize and wipe all frequent touched surfaces.

Interior buildings include, but not limited to, multi-purpose rooms, recreation offices, stages, gyms, all interior and exterior restrooms, dressing rooms, class rooms, kitchens, maintenance offices, sheds, and utility offices.

Step	Action
1	Pick-up debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
2	Dust counter tops and other horizontal surfaces.
3	Remove, empty, clean and disinfect all trash receptacles.
4	Stack chairs on tables and clear floor area.
5	Removal all graffiti using graffiti removal materials or scrubbing techniques.
6	Clean doors, door frames, light switch, kick and push plates, and handles.
7	Clean and disinfect top and side of drinking fountains, and scrub and dry fixtures
8	Sweep and dust mop floors making sure to clean corners and around obstacles.
9	Spot mop around entry ways, and all stains and spills.
10	Deodorize room.
11	All areas shall be left clean and free of streaks, stains, film, debris, water spots, and odors.
12	Thoroughly vacuum carpeted floors, making sure to clean corners and around obstacles.
13	Clean and disinfect all furniture including desks, chairs, and tables.
14	Clean and disinfect cabinets, book cases, and shelves.
15	Empty, clean, and sanitize all kitchen trash containers.
16	Thoroughly mop and disinfect kitchen floor, making sure to clean corners and around other obstacles.
17	Inspect and refill all kitchen dispensers.
18	Wash and sanitize all kitchen walls, splash boards, cupboard doors, and dispensers.
19	Sweep and dust wood floors and tile with a dust mop daily.
20	Spot clean and remove foreign material from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
21	Inspect and submit job orders as needed.
22	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available. Soap and water should be used if hands are visibly soiled.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



VII. Playgrounds and Fitness Equipment

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

As part of standard infection control practices, routine cleaning should be ongoing. Surfaces touched most frequently should be prioritized for routine cleaning.

Step	Action
1	Close off areas as needed for cleaning and disinfection.
2	Always clean surfaces prior to use of disinfectants in order to reduce soil and remove germs.
3	Disinfect all touch points, not just the frequently touched surfaces. To make the process easier, consider using a manual sprayer or equipment such as electrostatic sprayers, foggers, and misters to make sure hard to reach surfaces are not missed.
4	Allow for surfaces to air dry or wipe dry after recommended dwell time based on manufacturer's SDS.
5	You are required to secure and store all supplies and cleaning materials when not in use in a locked and secured area.
6	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.



VIII. Dog Parks

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

As part of standard infection control practices, routine cleaning should be ongoing. Surfaces touched most frequently should be prioritized for routine cleaning.

Please encourage park goers to take extra precautions to stay healthy and safe by maintaining social distancing and wearing face masks while visiting the park. Signage should also be in place.

Step	Action
1	Empty trash receptacles and address all graffiti concerns.
2	Replace trash liners and resupply dog waste bags.
3	Always clean surfaces prior to use of disinfectants in order to reduce soil and remove germs.
4	Disinfect all frequently touched surfaces such as hydration stations, park benches, pooper scoopers, entry gate handles, bag stations, and amenities.
5	Allow for surfaces to air dry or wipe dry after recommended dwell time based on manufacturer's SDS.
6	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.



V. Skate Parks

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

As part of standard infection control practices, routine cleaning should be ongoing. Surfaces touched most frequently should be prioritized for routine cleaning.

Step	Action
1	Close off areas as needed for cleaning and disinfection.
2	Remove trash and debris, blow or sweep area, and address any graffiti concerns.
3	Inspection of the park looking for worn and damaged skating surfaces, any irregular surfaces that are skated, and a look at the overall condition of the equipment is a must. Conditions that could cause hazards should be closed to skating, and a job order should be submitted.
4	Always clean touch surfaces prior to use of disinfectants in order to reduce soil and remove germs.
5	Disinfect all touch points, not just the frequently touched surfaces. To make the process easier, consider using a manual sprayer or equipment such as electrostatic sprayers, foggers, and misters to make sure hard to reach surfaces are not missed.
6	Allow for surfaces to air dry or wipe dry after recommended dwell time based on manufacturer's SDS.
7	You are required to secure and store all supplies and cleaning materials when not in use in a locked and secured area.
8	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.



Exhibit A1 La Crescenta SOW Attachment 5

Playground Chips – Fiber Fall / FiberSoft

ADA/ASTM Certified

FibreSoft™ Playground Chips are derived from 100% virgin cedar wood, a green byproduct of the lumber industry. Unlike some products on the market, we do not use any construction residue or scrap pallets, which may contain nails, staples, or other hazards.

Our Playground Chips are screened in size to meet ADA, CPSC and ASTM standards for accessibility, shock absorbency and slip resistance (for wheel chair accessibility). Sizing is .5" to 1.5" in length, and .25" to .5" in width. As with any wood product material, there is a possibility of splinters.

This non-toxic material is free from chemicals, additives, soil, leaves and other contaminants. Complete testing results are available upon request.



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• Consulting • Audits • Surface Testing

Certified Playground Safety Inspector Disclosure Statement

**Gary C. Groshon, Certified Playground Safety Inspector
Playground Safety Analysts
37 Floramar, Suite 210
Rancho Santa Margarita, Ca. 92688**

A certified playground safety inspector (CPSI) is a playground specialist who uses his education, knowledge, training and experience to examine playgrounds, recommend measures to enhance playgrounds and equipment performance to meet current safety standards and attempt to reduce the risk to participants and/or litigation or loss for the owner/operator.

Title 22, Sections 115725 – 115750 of the California Health and Safety Code establishes the requirements for the State Playground Safety Regulations, R-39-97 (2/17/99). The playground performance standards and guidelines are found in the Consumer Product Safety Commission (CPSC) *Handbook for Public Playground Safety* Publication 325 and in the American Society for Testing and Materials (ASTM) Standard F1487-01.

The Certified Playground Safety Inspector (CPSI) is able to perform audits, provide the basics of a sound risk reduction program, establish a system of repair, retrofit and removal of hazardous equipment, and implement a routine inspection system for their client.

A consulting inspector cannot detect every condition that could possibly lead to the structural failure of equipment. Undetectable structural conditions can exist within equipment and/or below ground. Inspectors cannot guarantee that a playground will be safe under all circumstances, or for a specified period of time. Likewise, recommendations, like any medicine, cannot be guaranteed if they are not implemented. Improper use of the playground equipment by participants or failure by the operator to repair or replace non-compliant conditions are beyond the scope of the consulting inspector's service agreement.

Playgrounds (and their inherent risks) can be substantially and reasonably managed, but they cannot be maintained in an absolutely perfect condition. To play and to offer play areas is to accept some degree of risk. There is no acceptable way to eliminate all risks.

Name of Client: Dennis Coult, Project Manager
Superior Soil Supplements.
10367 Houston Ave
Hanford, Ca 93230

I have received and read a copy of this disclosure.

Client Signature:

Date:

Playground Safety Analysts

Phone: 949.292.3373 FAX: 949.713.9379

Toll Free: (855.2875292)

E-mail: playgroundanalysts@cox.net

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Assumptions and Limiting Conditions

1. Gary C. Groshon, 2003. The content of this report is intended for the internal use of the Client only. No parts of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, recording, or otherwise to third party interest, except as authorized by the author.
2. I have no personal interest in or bias with respect to the subject matter of this report or the parties involved. I have inspected the subject playground(s), and reviewed the facts made available, and to my knowledge and belief, all statements and information in this report is true and correct.
3. I am not an attorney. There is no substitute for current professional litigation knowledge involving consulting inspectors/playground appraisal matters and legal advice. This report is not intended as, and does not represent legal advice and should not be relied upon to take the place of such advice.
4. Any legal description provided to the consultant/appraiser is implicit. Any titles and ownerships to any property are assumed to be good and marketable. No responsibility is assumed for matters legal in character. Any and all property is reviewed, appraised or evaluated as though free and clear, under responsible ownership and competent management.
5. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant/appraiser can neither guarantee nor be responsible for the accuracy of information provided by others.
6. The consultant/appraiser shall not be required to give testimony or to attend court or other formal meetings by reason of this report, unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule.
7. Loss or alteration of any part of this report invalidates the entire report.

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The Certified Playground Safety Inspector (CPSI) program is offered by the National Certification Board in coordination with the National Recreation and Park Association.

National Recreation & Park Association

Code of Professional Conduct

This code sets forth the standards of professional conduct to be observed by Certified Playground Safety Inspectors (CPSIs) upon confirmation by the NCB as they act in the capacity of that certification. Individuals shall in their professional activities, sustain and advance the integrity, honor and veracity of their certification by:

- holding the safety of playground users paramount in all professional services;
- utilizing the most current standards of care (as delineated by the American Society for Testing and Materials Standards on Consumer Safety Performance Specification for Public Use, DOJ-ADA Standards for Accessible Design, and Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 months through 23 months, as well as the US Consumer Product Safety Commissions Public Playground Safety Handbook);
- maintaining currency and competency in playground safety auditing and inspecting procedures including use of testing tools and knowledge and criteria of current safety criteria;
- identifying and documenting all situations which are in non-compliance with the standards of care along with the citation of the specific reference portion of the criterion document, using a standard playground safety audit/inspection process.
- prioritizing all identified non-compliances according to a standard norm of foreseeable consequences;
- advising employers or clients of the playground of seriously dangerous conditions in a most prompt manner, as well as part of a written report, omitting no adverse findings from the official documentation of the safety audit or inspection report;
- never conducting a safety audit or inspection without knowledge and the consent of the playground Owner;
- never contradicting the findings of another CPSI without first consulting directly with the first Inspector regarding the basis for the findings;
- never conducting a safety audit or inspection of a playground with the intent to discredit the playground owner or manufacturer or to promote sale of other equipment or products; and
- never providing findings of an audit or inspection to anyone other than the playground owner unless authorized by the owner to do so.

Individuals failing to practice these professional standards shall be subject to loss of professional certification upon a negative finding by a review process and enforcement procedures established by the Executive Committee of the Certified Playground Safety Inspector Certification Committee.

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Revised November 2011

QUALIFICATIONS
of
Gary C. Groshon
NPSI - Certified Playground Safety Inspector

Professional Background

Actively engaged in the real property and community services industry since 1973, with specialization in municipal parks management. Currently President of Playground Safety Analysts providing playground audits, surface testing, safety inspections, ADA/ABA accessibility assessment, risk management programs, consulting and construction management.

Extensive experience in public and private sector landscape and facilities management including: budgeting, supervision, resolving citizen and tenant issues and environmental assessment, contract administration, coordinating project development and maintenance.

Mr. Groshon has been actively commissioned in both the public and private sector property management. As an independent consultant Mr. Groshon's scope of experience includes providing playground construction certifications, park and facilities management, and certified arborist consulting.

Career Positions

City of Long Beach - Bureau of Parks Park Administrative Assistant	Three & One Half Years
City of Lakewood - Community Services Department Landscape Superintendent Environmental Resources Supervisor	Six & One Half Years
Southern California Edison - Real Properties Superintendent, Grounds Administration Building & Grounds Coordinator	Six & One Half Years
Commercial Real Estate Appraiser Independent Contractor and Associate Appraiser	Five & One Half Years
City of Dana Point - Public Works/ Parks Division Parks/Facilities Manager	Six Years
Playground Safety Analysts – Inspection/Audit/Consulting NPSI Certified Safety Consultant/Principal	Eleven Years

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Educational Activities

Masters Program	California State University , Long Beach, School of Public Policy & Administration, MBA Public Administration Core Courses
Bachelor of Science	California Polytechnic University , Pomona, School of Agriculture Department of Horticulture, Park Administration, Honors Graduate
Associate of Arts	Orange Coast College , Costa Mesa, Forestry

Has successfully completed over 1000 hour's of continuing education in horticulture science, NPSI certification, ADA/ABA accessibility, business administration, risk management and commercial real estate appraisal.

Playground/Landscape Consulting Experience

City of San Diego, Parks/Rec. & USD	USAFB-LA CDC, El Segundo
City of Chula Vista	Ft. MacArthur CDC, San Pedro
City of Lake Forest	Willdan Engineering Services
Los Angeles Co., Parks/Recreation	State of California – Dept. of Developmental Svs
LAUSD, Los Angeles	Accell Property Management, Laguna Hills
City of Dana Point	Coast Community College District, O.C.
City of Fullerton	Arbor Life Consulting, City of Palm Desert
City of Riverside	Merit Property Mgt., Irvine
City of Laguna Beach	Navy - NASNI, Amphibious Base, Coronado
	SAMLARC Merit Property Mgt., RSM

Professional Affiliations

Certified Playground Safety Inspector #14291-0512 (National Recreation & Park Association)	Horticulture Curriculum Review Board, Cal Poly University
Certified Park Manager #135 (California Board of Park and Recreation Personnel)	Horticulture Advisory Council, Cerritos College
Certified Arborist #WE-6393A (International Society of Arboriculture)	ROP Advisory Board, Long Beach Unified School District
Candidate for MAI designation – (Appraisal Institute)	Street Tree Seminar and ISA Conference Speaker
Pest Control Advisor, License #04584 (Inactive)	101st Airborne Division - Bronze Star, Vietnam

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CERTIFICATION SUMMARY
SUPERIOR SOIL SUPPLEMENTS
"Fibresoft" Engineered Cedar Wood Fiber

Laboratory & Field Tests for the Certification of "FibreSoft" Playground Engineered Cedar Wood Fiber in Compliance with ASTM f2075-10a Standard Specification for Engineered Wood Fiber (EWF) for Use as a Playground Safety Surface Under and Around Playground Equipment

Said Testing Procedures shall be performed by a NRPA Certified Playground Safety Inspector and Certified Soil & Plant Laboratory Consultants with adherence to Specifications in ASTM f2075-10a (EWF); C-136 (Sieve Test Analysis); C-963 (Hazardous Soluble Elements); ASTM f2075-10a Sec. 9 (Tramp Metal Detection); ASTM f1292 - 09 (Impact Attenuation) and ASTM f1951-09b (ADA Accessibility).

Laboratory test were provided by: Soil & Plant Laboratory, Inc. 4741 E. Hunter Ave. Suite A, Anaheim, CA 92807. All tests were performed in accordance with the ASTM f2075-10a Standards for EWF above.

Field Sample Collection procedures, Magnetic & Nonmagnetic Tramp Metal Tests were performed by: Playground Safety Analysts, 37 Floramar, Rancho Santa Margarita, CA 92688. All tests were performed in accordance with the ASTM f2075-10a Standards for EWF at Templeton Elementary School playground located at 215 8th St. Templeton, CA 93465.

ADA Field Accessibility Tests and Impact Attenuation Testing were provided by an NRPA Certified CPSI technician with Playground Safety Analysts, per ASTM f1292-09 & ASTM f1951-09b at Templeton Elementary School.

Reference Standards

4. General Requirements

4.1 Playground surfaces represented as complying with this specification shall meet all applicable requirement specified herein. Anyone representing compliance with this specification shall keep such records as are necessary to document any claim that the requirements within this specification have been met.

4.2 For the surface within the fall zone of the surrounding playground equipment, the surface must meet U.S. Consumer Product Safety Commission guidelines minimum requirements at its critical height when tested in accordance with Specification F 1292.

The EWF Surfacing at the 5-12 Playground in Templeton Elementary School meets the performance Standards for both ASTM f1292-09 (Impact Attenuation) and ASTM f1951-09b (ADA Accessibility). (See Impact Attenuation Tests Report & Accessibility Tests Report – Both Attached)

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4.4 Performance Requirements for Sieve Analysis

ASTM F2075-10a - Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment. The following Tables represent the allowed values to evaluate sampled Engineered Wood Fiber (EWF).

4.4.1 When engineered wood fiber is tested in accordance with 7.4 of this specification, it shall meet the following criteria to be considered acceptable engineered wood fiber.

4.4.2 The minimum and maximum percent (%) by weight passing through the three sieves shall be as follows:

Sieve Size	Minimum %	Maximum%
¾ in. (19.0 mm)	99 %	100%
⅝ in. (9.5 mm)	75 %	100%
No. 16 (0.0469 in. (1.1 mm))	0 %	15%

The EWF sample from Templeton Elementary School was within the Sieve Test Standards and meets the Standards for ASTM F2075-10a. (See Soil & Plant Lab Reports – Attached)

4.5 Performance Requirements for Hazardous Metals

4.5.2 The criteria in Table 1 must be met to be considered acceptable engineered wood fiber:

5.1 Samples of representative wood fiber are tested in accordance with: Test Method C136 and Specification F963 modified for this specification.

5.1.2 Specification F963, hazardous soluble elements are extracted from engineered wood fiber under conditions that simulate the situation in which the engineered wood fiber stays 4 h in the alimentary tract after swallowing. The content of the soluble elements in the extract is determined for antimony (Sb), arsenic (As), Barium (Ba), cadmium (Cd), chromium (Cr), lead (Pb), mercury (Hg), and selenium (Se).

**TABLE 1 Maximum Soluble Migrated Element in ppm (mg/L)
Engineered Wood Fiber⁴**

Antimony (Sb)	Arsenic (As)	Barium (Ba)	Cadmium (Cd)	Chromium (Cr)	Lead (Pb)	Mercury (Hg)	Selenium (Se)
60	25	1000	75	60	90	60	500

Information in this table taken from Specification F 963.

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The EWF sample from Templeton Elementary School was within the parameters of acceptable for Hazardous Metals to meet the Standards for ASTM F2075-10a. (See Soil & Plant Lab Reports – Attached)

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9. Tramp Metal Test Methods Performance Requirements for Magnetic/Nonmagnetic Tramp Metals

4.6 Performance Requirements for Tramp Metal:

4.6.1 When wood fiber is tested in accordance with 9.4 and 9.5 the total number of metal particles with a dimension of ½ in. or greater shall not exceed 0 per 50 yd³ (38.23 m³) pile sampled to be considered acceptable engineered wood

9.4 Magnetic Tramp Metal

9.4.1 With the magnetic wand, probe into the pile (28) times at each quadrant (112 total probes).

9.4.3 Count all magnetic particles retrieved that have any dimension of ½ in. (12.7 mm) or greater. Record size and location metal particles on the data log in Appendix X1.

9.5 Nonmagnetic Tramp Metal

9.5.1 Visually inspect the gross sample of the engineered wood fiber for any metal particles. Record size and location metal particles on the data log in Appendix X1.

The EWF sample from Templeton Elementary School was within the parameters of acceptable Tramp Metal to meet the Standards for ASTM F2075-10a. (See Appendix X1 Data Log Sheet pg. 8 of ASTM f2075 attached).

The only nonmagnetic materials collected from the EWF sample at Templeton ES was indigenous calcite introduced from the periphery by students and not pertinent to these test.

Conclusion

Qualitative Analysis for this Engineered Wood Fiber (EWF) product was completed the week of August 8, 2014, conducted by a National Certified Playground Safety Inspector CPSI (PSA Consulting) and a Certified Independent Testing Laboratory (Soil & Plant Laboratory, Inc.)

This Certificate is to confirm that the Playground Engineered Cedar Wood Fiber "FibreSoft" By Superior Soil Supplements, Inc. meet the standards, and are in compliance with, ASTM f2075-10a Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment. I hereby Certify that "FibreSoft" fulfills Specifications in C-136 (Sieve Test Analysis); C-963 (Hazardous Soluble Elements); ASTM f2075-10a Sec. 9 (Tramp Metal Detection); ASTM f1292 – 09 (Impact Attenuation) and ASTM f1951-09b (ADA Accessibility).

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Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment¹

This standard is issued under the fixed designation F2075; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

INTRODUCTION

The need for a systematic means of evaluating engineered wood fiber for use as a playground safety surface from the standpoint of particle size, consistency, purity, and ability to drain, has become a growing concern of the designers, operators, and manufacturers of engineered wood fiber systems. There has been no qualitative method to assess these parameters of engineered wood fiber (that is, particle size, consistency, purity, and ability to drain) to ensure its quality. Therefore, the goal of this specification is to establish a uniform means to measure the characteristics of engineered wood fiber in order to provide the potential buyer with performance specifications to select an engineered wood fiber suitable to meet the needs of playground designers, operators and manufacturers.

1. Scope

1.1 This specification establishes minimum characteristics for those factors that determine particle size, consistency, purity, and ability to drain.

1.2 Engineered wood fiber that meets the requirements of this specification must comply with Specification F1292, if the surface is in the use zone as defined in Specification F1487.

1.3 A sample of wood fiber that meets the requirements of this specification may be designated engineered wood fiber and be suitable for playground safety surfacing.

1.4 This specification does not imply that an injury cannot be incurred if the engineered wood fiber complies with this specification.

1.5 To meet the requirements of this specification, the material shall perform as follows:

1.5.1 The material shall meet particle size requirements.

1.5.2 The material shall meet the requirement for metal particles.

1.5.3 The material shall meet the allowable heavy metal concentrations considered hazardous to children.

1.5.4 The material shall meet the requirements of Specification F1292.

1.6 The values stated in inch-pound units are to be regarded as standard. The values in parentheses are mathematical conversions. SI units, which are provided for information, are not considered the standard, except in 8.4.

1.7 **Warning**—Mercury has been designated by EPA and many state agencies as a hazardous material that can cause central nervous system, kidney, and liver damage. Mercury, or its vapor, may be hazardous to health and corrosive to materials. Caution should be taken when handling mercury and mercury-containing products. See the applicable product Material Safety Data Sheet (MSDS) for details and EPA's website (<http://www.epa.gov/mercury/faq.htm>) for additional information. Users should be aware that selling mercury or mercury-containing products, or both, in your state may be prohibited by state law.

1.8 The following precautionary statement pertains to the test method portions only, in 7.4, 8.4, and 9.4 of this specification: *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

2.1 ASTM Standards:²

C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates

D1193 Specification for Reagent Water

D2217 Practice for Wet Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constituents

¹ This specification is under the jurisdiction of ASTM Committee F08 on Sports Equipment and Facilities and is the direct responsibility of Subcommittee F08.63 on Playground Surfacing Systems.

Current edition approved Aug. 1, 2010. Published September 2010. Originally approved in 2001. Last previous edition approved in 2010 as F2075 – 10. DOI: 10.1520/F2075-10A.

² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

E11 Specification for Woven Wire Test Sieve Cloth and Test Sieves

F963 Consumer Safety Specification for Toy Safety

F1292 Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment

F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use

2.2 Other Standards and Methods:

Method 6010B Inductively Coupled Plasma-Atomic Emission Spectrometry (for the determination of heavy metal concentrations) as found in the Solid Waste Manual—SW846³

Method 7470A Mercury in Liquid Waste (manual cold-vapor technique) as found in the Solid Waste Manual—SW 8464⁴

Handbook for Public Playground Safety U. S. Consumer Product Safety Commission Publication No. 325⁵

ISO 3696 Water for Analytical Laboratory Use—Specification and Test Methods⁶

3. Terminology

3.1 Definitions of Terms Specific to This Standard:

3.1.1 around playground equipment, *n*—the area under and surrounding playground equipment established as protection from falls from equipment.

3.1.2 engineered wood fiber, *n*—processed wood that is ground to a fibrous consistency, randomly sized, approximately ten times longer than wide with a recommended maximum length of 2 in. (50.8 mm), free of hazardous substances, and meets the criteria of this specification.

3.1.3 hand manipulation, *n*—aligning the engineered wood fiber particles by hand so that the smallest dimensions confront the face of the sieve screen and placing them through the screen without the use of force.

3.1.4 loose fill system, *n*—a surface system consisting of small independent, movable components; that is, engineered wood fiber, sand, gravel, wood chips, etc.

3.1.5 normal use, *n*—play modes that conform to the instruction accompanying the playground surface that have been established by tradition, custom, or that are evident from an examination of the playground.

3.2 Definitions of Terms Specific to Playground Equipment:

3.2.1 head injury criteria (HIC), *n*—a measure of impact severity that considers the duration over which the most critical section of the deceleration pulse persists as well as the peak level of that deceleration.

3.2.2 impact attenuation, *n*—the ability of a surface system to reduce and dissipate the energy of an impacting body.

³ Available from The American Public Health Association, 1015 Fifteenth St., NW, Washington, D.C. 20005.

⁴ SW 846 is found in the manual of "Standard Methods for the Examination of Water and Waste Water," 18th Edition 1992, prepared and published by The American Public Health Association, 1015 Fifteenth St., NW, Washington, D.C. 20005.

⁵ Available from U.S. Consumer Product Safety Commission, 4330 East-West Highway, Bethesda, Maryland 20814-4408

⁶ Available from International Organization for Standardization (ISO), 1, ch. de la Voie-Creuse, Case postale 56, CH-1211, Geneva 20, Switzerland. <http://www.iso.ch>.

4. General Requirements

4.1 Playground surfaces represented as complying with this specification shall meet all applicable requirements specified herein. Anyone representing compliance with this specification shall keep such records as are necessary to document any claim that the requirements within this specification have been met.

4.2 For the surface within the fall zone of the surrounding playground equipment, the surface must meet U.S. Consumer Product Safety Commission guidelines minimum requirements at its critical height when tested in accordance with Specification F1292.

4.3 Certification compliance to this specification shall be conducted by an independent accredited testing laboratory.

4.4 Performance Requirements for Sieve Analysis:

4.4.1 When engineered wood fiber is tested in accordance with 7.4 of this specification, it shall meet the following criteria to be considered acceptable engineered wood fiber.

4.4.2 The minimum and maximum percent (%) by weight passing through the three sieves shall be as follows:

Sieve Size	Minimum %	Maximum %
¾ in. (19.0 mm)	99 %	100 %
⅝ in. (9.5 mm)	75 %	100 %
No. 16 (0.0469 in. (1.1 mm))	0 %	15 %

4.5 Performance Requirements for Hazardous Metals:

4.5.1 The maximum heavy metal concentration of soluble migrated elements after being corrected for statistical error is shown in 4.5.2.

4.5.2 The criteria in Table 1 must be met to be considered acceptable engineered wood fiber:

4.6 Performance Requirement for Tramp Metal:

4.6.1 When wood fiber is tested in accordance with 9.4 and 9.5, the total number of metal particles with a dimension of ½ in. (1.27 cm) or greater shall not exceed 0 per 50 yd³ (38.23 m³) pile sampled to be considered acceptable engineered wood fiber.

5. Summary of Methods

5.1 Samples of representative wood fiber are tested in accordance with: Test Method C136 and Specification F963, modified for this specification.

5.1.1 Test Method C136 provides a test method for determination of particle size distribution by passing a sample of dry engineered wood fiber of known mass through a series of sieves of progressively smaller openings.

5.1.2 Specification F963, hazardous soluble elements are extracted from engineered wood fiber under conditions that simulate the situation in which the engineered wood fiber stays 4 h in the alimentary tract after swallowing. The content of the soluble elements in the extract is determined for antimony (Sb), arsenic (As), barium (Ba), cadmium (Cd), chromium (Cr), lead (Pb), mercury (Hg), and selenium (Se).

TABLE 1 Maximum Soluble Migrated Element in ppm (mg/L) Engineered Wood Fiber^A

Antimony (Sb)	Arsenic (As)	Barium (Ba)	Cadmium (Cd)	Chromium (Cr)	Lead (Pb)	Mercury (Hg)	Selenium (Se)
60	25	1000	75	60	90	60	500

^A Information in this table taken from Specification F963.

5.1.2.1 Method 7470A Mercury in Liquid Waste (manual cold vapor technique) as found in the Solid Waste Manual SW846 is used to determine the levels of mercury in the engineered wood fiber.

5.1.2.2 Method 6010B Inductively Coupled Plasma-Atomic Emission Spectrometry (for the determination of heavy metal concentrations) as found in the Solid Waste Manual SW846 will determine the levels of hazardous heavy metals.

5.1.3 Two methods are used to determine the presence of tramp metal in engineered wood fiber playground surfacing; one is using a powerful rare earth magnet on the end of a probe specifically written for this specification; the other is a visual inspection.

6. Sampling

6.1 The following procedure will be used to collect the gross wood fiber sample. The sieve test sample and the hazardous substance (heavy metal) sample will be taken from the gross engineered wood fiber sample. The entire gross wood fiber sample will be tested for tramp metal.

6.1.1 The gross sample of engineered wood fiber shall represent a stockpile of 50 yd³ (38 m³) or greater.

6.1.2 Eight 1-gal (3.8-L) samples shall be taken. They shall be taken from four different quadrants of the stockpile 2 to 4 ft above the base and four different quadrants 4 to 6 ft above the base. Dig 1 to 2 ft into pile at each sample point. Combine and thoroughly mix the 8-gal (15.1-L) sample to achieve a homogeneous blend.

6.1.3 The thoroughly mixed 8-gal (15.1-L) sample will be known as the gross 8-gal (15.1-L) sample.

7. Sieve Test Analysis Method

7.1 Significance and Use:

7.1.1 *Sieve Analysis*—This test method is used to determine grading of engineered wood fiber-type material for proposed use as an engineered wood fiber playground safety surface. The results are used to determine compliance of the particle size distribution with applicable specification requirements and to provide necessary data that will indicate sufficient porosity for drainage, and larger particle size to limit compaction and maintain resilience and limit oversize pieces that could cause injury.

7.2 Test Apparatus:

7.2.1 *Balances*—Balances or scales used in testing fine and coarse aggregate shall be readable and accurate to 0.5 g or 0.1 % of the test load, whichever is greater, at any point within the range of use.

7.2.2 *Sieves*—The sieve cloth shall be mounted on substantial frames constructed in a manner that will prevent loss of material during sieving. The sieve cloth and standard sieve frames shall conform to the requirements of Specification E11. Nonstandard sieve frames shall conform to the requirements of Specification E11 as applicable.

7.2.2.1 Sieve sizes required: ¾ in. (19.05 mm), ⅜ in. (9.53 mm) and No. 16, 0.0469 in. (1.19 mm), mounted on standard frame 8 in. (203.20 mm) diameter 2 in. (50.8 mm) height.

7.2.3 *Sieve Shaker*—A mechanical sieving device, if used, shall create motion of the sieves to cause the particles to bounce, tumble, or otherwise turn so as to present different

orientations to the sieving surface. The sieving action shall be such that the criterion for adequacy of sieving described in this test procedure is met in a reasonable time period.

7.2.4 *Oven*—An oven of appropriate size capable of maintaining a uniform temperature 60 ± 5°C (140 ± 9°F).

7.3 Sample Test Preparation:

7.3.1 From the gross 8-gal (15.1-L) sample of engineered wood fiber, measure a 1-gal (3.8-L) sample for drying.

7.3.2 Dry the sieve test sample of wood fiber in accordance with the following method. (A constant moisture level is necessary to prevent weight changes due to changing moisture levels in the sample).

7.3.3 The wood fiber sample was reduced in overall size to facilitate testing using a standard 2-in.-deep 8-in.-diameter sieve. Because of the light weight of wood fiber, the oven dried sample weight of individual samples to be tested shall not generally exceed 0.40 lbs (181 g). Sieve screens, sieve frames, and wire cloth shall conform to the requirements of Specification E11. Samples shall be oven dried to a constant weight in general accordance with Practice D2217 for oven drying of samples following reduction of the mass (oven temperature of 140°F and accuracy to ±9°F (60 ± 5°C)).

7.4 Test Preparation for Sieve Analysis:

7.4.1 Because of the irregular shapes of the wood particles, hand manipulation of the sample through the sieve screens may be necessary.

7.4.2 Nest the three sieves (¾ in. (19.05 mm), ⅜ in. (9.53 mm), and No. 16, 0.0469 in. (1.19 mm)) in order of decreasing size of opening from top to bottom and place the sample on the top sieve.

7.4.3 Agitate the sieves by hand or by mechanical apparatus for a sufficient period, established by trial or checked by measurement on the actual test sample, to meet the criterion for adequacy of sieving described in 7.4.5.3.

7.4.4 Limit the quantity of material on a given sieve so that all particles have the opportunity to reach sieve openings a number of times during the sieving operation.

7.4.5 Prevent an overload of material on an individual sieve by one of the following methods:

7.4.5.1 Insert an additional sieve with opening size intermediate between the sieve that may be overloaded and the sieve immediately above that sieve in the original set of sieves.

7.4.5.2 Split the sample into two or more portions, sieving each portion individually. Combine the masses of the general portions retained on a specific sieve before calculating the percentage of the sample on the sieve.

7.4.5.3 Continue sieving for a sufficient period and in such manner that, after completion, not more than 1 mass % of the residue on any individual sieve will pass that sieve during 1 min of continuous hand sieving performed as follows: Hold the individual sieve, provided with a snug-fitting pan and cover, in a slightly inclined position in one hand. Strike the side of the sieve sharply and with an upward motion against the heel of the other hand at the rate of about 150 times per min, turn the sieve about one sixth of a revolution at intervals of about 25 strokes. In determining sufficiency of sieving for sizes larger than the 0.19-in. (4.75-mm) (No. 4) sieve, limit the material on the sieve to a single layer of particles. If the size of the mounted

testing sieves makes the described sieving motion impractical, use 8-in. (203-mm) diameter sieves to verify the sufficiency of sieving.

7.4.5.4 Hand sieve larger particles by determining the smallest sieve opening through which each particle will pass. Start the test on the smallest sieve to be used. Rotate the particles, if necessary, in order to determine whether they will pass through a particular opening; however, do not force particles to pass through an opening. Hand manipulation shall not include forcing of the particles; however, natural breakdown of particles which are semi-attached through this practice is not necessarily detrimental.

7.4.5.5 Determine the mass of each size increment on a scale or balance conforming to the requirements specified in 7.2.1 to the nearest 0.1 % of the total original dry sample mass. The total mass of the material after sieving should check closely with original mass of sample placed on the sieves. If the amounts differ by more than 0.3 %, based on the original dry sample mass, the results shall not be used for acceptance purposes.

7.5 Sieve Test Calculations:

7.5.1 Calculate percentages passing in various size fractions to the nearest 0.1 % on the basis of the total mass of the initial dry sample.

7.6 Sieve Test Report:

7.6.1 Total percentage of material passing each sieve.

7.6.1.1 The total percentage of material that did not pass the $\frac{3}{4}$ -in. (19.05-mm) sieve (top) after hand manipulation is subtracted from 100% and reported as amount passing $\frac{3}{4}$ -in. (19.05-mm) sieve.

7.6.1.2 The total percentage of material that did not pass the $\frac{3}{8}$ in. (9.53 mm) sieve (middle) is added to the percentage that did not pass $\frac{3}{4}$ -in. (19.05-mm) sieve in 7.6.1.1 and the sum is subtracted from 100%; report as percent passing $\frac{3}{8}$ -in. (9.53-mm) sieve.

7.6.1.3 The total percentage of material that did not pass the No. 16, 0.0469-in. (1.18-mm) sieve (bottom) is added to the total percent that did not pass the $\frac{3}{8}$ -in. (9.53-mm) and the $\frac{3}{4}$ -in. (19.05-mm) sieves. Subtract the total percentage from 100%; report as percent passing No. 16 sieve (bottom).

8. Hazardous Metal Test Method

8.1 Significance and Use:

8.1.1 *Heavy Metal Limits*—This test method uses the section of Specification F963 that deals specifically with toxic heavy metals. Since it is possible for children on a playground to handle and place engineered wood fiber particles in the mouth, it is necessary to measure for toxic levels of heavy metals because of possible use of recycled pallets, waste wood, and demolition wood as raw materials used in engineered wood fiber for playground surfacing. Limit for toxic levels of heavy metals are taken from Specification F963, paragraph 4.3.5.2 Table 1 and are adjusted with a statistical error correction factor taken from paragraph 8.3.4.3 of that specification.

8.2 Test Apparatus:

8.2.1 *Metal Sieve*, plain weave wire mesh stainless steel metal sieve with a nominal opening of 0.5 mm (.0197 in.) (No. 35 sieve) and the following specifications:

(a) Nominal wire diameter: 0.315 mm,

(b) Maximum size deviation for an individual opening: +0.090 mm,

(c) Tolerance for average opening: ± 0.018 mm, and

(d) 6 % or less of the openings to exceed the nominal plus: +0.054 mm.

8.2.2 *pH*, a means of measuring pH with a minimum accuracy of 0.2 pH units.

8.2.3 *Membrane Filter*, with a pore size of 0.45 μm .

8.2.4 *Reagents*, Use only reagents of recognized analytical grade during the analysis.

8.2.5 *Hydrochloric Acid Solution*, 0.07 mol/L.

8.2.6 *Hydrochloric Acid Solution*, approximately 2.0 mol/L (7.3 % m/m).

8.2.7 *Type 3 Water*, in accordance with ISO 3696.

8.2.8 *Centrifuge*, capable of achieving 5000 ± 500 rpm.

8.2.9 *Container*, of gross volume between 1.6 and 5.0 times that of the volume of HCL extractant.

8.3 Sample Preparation:

8.3.1 From the gross 8-gal (15.14-L) sample of engineered wood fiber, measure a 1-gal (3.79-L) sample and air dry sufficiently to eliminate particles sticking together due to moisture.

8.3.2 Using a No. 35 sieve, mechanically agitate sufficient air dried engineered wood fiber through the sieve to obtain 1.06×10^{-1} oz. (3.0 g) of screened engineered wood fiber particles.

8.3.3 If necessary, the dried wood fiber can be ground through the No. 35 sieve.

8.3.4 The screened wood fiber sample will be analyzed for toxic heavy metal content.

8.4 Test Procedure for Hazardous Metal:

8.4.1 Prepare a test portion in accordance with 8.3.

8.4.2 Mix the 1.06×10^{-1} oz (3.0 g) test sample with 50 times its mass of an aqueous solution of 0.07 mol/L hydrochloric acid at $37 \pm 2^\circ\text{C}$. In case of a test portion of less than 1.06×10^{-1} oz (3.0 g), mix the test portion with 150.0 mL of this solution at the given temperature. Shake for 1 min.

8.4.3 Check the acidity of the mixture. If the pH is greater than 1.5, add drop-wise while shaking, an aqueous solution of 2 mol/L (7.3 % m/m) hydrochloric acid until the pH is between 1.0 and 1.5. Protect the mixture from light. Shake the mixture efficiently for 1 h continuously, and then allow the mixture to stand for 1 h at $37 \pm 2^\circ\text{C}$.

NOTE 1—It has been shown that the extraction of soluble cadmium can reveal a two-fold to five-fold increase when extraction is conducted in the light rather than the dark.

8.4.4 Without delay, separate the solids from the mixture by filtration through a membrane filter with a pore size of 0.45 μm . If necessary, centrifuge at 5000 ± 500 RPM for no longer than 10 min. Analyze the solution using methods 7470A and 6010B to determine the presence of the elements identified in 5.1.2.

8.4.5 If it is not possible to analyze the sample within one working day, stabilize by the addition of hydrochloric acid so that the resulting solution is approximately 1 mol/L of HCl; then proceed with methods 7470A and 6010B.

8.4.6 The analytical results as determined in 8.4.4 or 8.4.5 shall be adjusted by subtracting the analytical correction factor in Table 2 using the following method. This is necessary to make statistical correction for interlaboratory error.

8.5 Hazardous Metal Analysis Test Report:

8.5.1 The analytical results obtained shall be adjusted in accordance with the test method in 8.4.6 prior to comparing them to the maximum permissible values in 4.5.2 to determine conformance to this specification.

8.6 Performance Requirement for Heavy Metals—See 4.5.2.

9. Tramp Metal Test Method

9.1 Significance and Use:

9.1.1 Tramp Metal Limits—This test method will determine the presence of tramp metal particles in engineered wood fiber. Metal particles embedded in engineered wood fiber can cause injury if a child were to fall or come in contact. The limit for tramp metal was set to reduce the chance of injury.

9.2 Test Apparatus for Tramp Metal:

9.2.1 An industrial grade magnetic wand with a probe of 56 ± 4 in. (1422.4 ± 101.6 mm). At the end of the probe is a cylindrical 6 in. (152.4 mm) long by 1 in. (25.4 mm) diameter neodymium iron-boron rare earth magnet (40 MGO) drawing of magnetic test probe in Fig. A1.1.

9.3 Tramp Metal Test Sample:

9.3.1 The tramp metal test sample shall be the gross sample of engineered wood fiber collected in 6.1.1 (50 yd³ (38.23 m³) stockpile).

9.4 Magnetic Tramp Metal Test Procedure:

9.4.1 With the magnetic wand, probe into the pile (28) times at each quadrant (112 total probes).

9.4.1.1 Insert probe into pile 36 in. (914.4 mm) or greater to retrieve tramp metal particles.

9.4.1.2 Remove metal particles from probe after each insertion. Record size and location of metal particles removed from the magnetic probe on the data log in Appendix X1.

9.4.2 At each quadrant, at four different heights measured from the base of the stockpile, randomly probe into the stockpile as follows.

9.4.2.1 Randomly probe seven times into the stockpile at or below the 15-in. (380-mm) height level.

9.4.2.2 Randomly probe seven times into the stockpile between 15-in. (380-mm) and 30-in. (760-mm) height level.

9.4.2.3 Randomly probe seven times into the stockpile between 30-in. (760-mm) and 45-in. (1.1-m) height level.

9.4.2.4 Randomly probe seven times into the stockpile between 45-in. (1.1-m) and 60-in. (1.5-m) height level.

9.4.3 Count all magnetic particles retrieved that have any dimension of ½ in. (12.7 mm) or greater.

9.5 Nonmagnetic Tramp Metal Test Procedure:

9.5.1 Visually inspect the gross sample of the engineered wood fiber for any metal particles. Record size and location of metal particles on the data log in Appendix X1.

NOTE 2—Pay particular attention to the base of the pile where metal particles will migrate.

9.5.2 Collect all metal particles.

9.6 Tramp Metal Report

9.6.1 Record the total number of all metal particles which have any dimension of ½ in. (12.7 mm) or greater.

9.6.2 Record the following data from Annex A1:

9.6.2.1 Verification of the magnetic probe strength is within 10 % of its original strength rating in accordance with Annex A1 original strength _____ date _____

Present Strength _____ date _____

9.6.2.2 The date of the last magnetic probe strength test is within six months of the magnetic tramp metal test.

Last magnetic probe strength test date _____

Magnetic tramp metal test date _____

TABLE 2 Analytical Correction

NOTE—Example of Calculations Using Table 2:

Example 1—The analytical result for lead is 120 mg/kg; the correction factor from Table 2 is 30 % (0.30). Adjusted analytical results = 120 - (120 × 0.30) = 120 - 36 = 84 mg/kg. The result does not exceed the allowed value for lead in the table and therefore is acceptable.

Example 2—The analytical result for chromium is 90 mg/L; the correction factor from the table is 30 % (0.30). Adjusted analytical results = 90 - (90 × 0.30) = 90 - 27 = 63 mg/L. The result exceeds the allowed value for chromium in the table and therefore is not acceptable.

Element	Sb	As	Ba	Cd	Cr	Pb	Hg	Se
Analytical Correction	60	60	30	30	30	30	50	60

10. Keywords

10.1 hazardous metal; magnetic probe; sieve test; tramp metal

A1. MAGNETIC TRAMP METAL TEST METHOD VERIFICATION OF ORIGINAL STRENGTH OF MAGNETIC PROBE USING A MAGNETIC PULL TEST

A1.1 *Purpose*—To provide a reliable method of determining the original magnetic strength of the magnetic probe and verify that the present strength is within 10 % of the original strength.

A1.2 Principle magnetic pull strength is determined by using a calibrated scale and a ferrous sphere. The ferrous sphere is attached to the snap swivel hook on a calibrated scale and drawn away perpendicular from the magnet until it is released. The pull strength force or pounds of pull is read off the scale indicator.

A1.3 Procedure:

A1.3.1 Clean the magnetic probe surface of all tramp metal. (Particles, ferrous or nonferrous, will allow an air gap between the pull test piece and the magnet which will reduce the value of the pull test.)

A1.3.2 Anchor the magnetic probe in a horizontal position so it will not move during the test.

A1.3.3 Select the handheld spring pull scale 0-12 lbs.

A1.3.3.1 Zero the scale by holding the scale vertically, then pulling the scale's swivel hook to the 3 to 4-lb range and release.

A1.3.3.2 Reset the maximum read-out pointer (red slide piece) to the zero mark.

A1.3.3.3 Attach the ¼-in. ferrous sphere to the snap swivel hook on the scale.

A1.3.3.4 Adjust the pointer on the scale to the zero mark, using the knurled calibration screw as required with the ¼ in. ferrous sphere hanging free on the bottom of the scale.

A1.3.4 Place the ¼-in. ferrous sphere on the magnetic probe.

A1.3.5 Pull the scale in a perpendicular motion away from the magnetic probe.

A1.3.6 Record the maximum pull strength from the read-out pointer and then reset the pointer to zero.

A1.3.7 Repeat the test two more times in different areas on the magnetic probe (total of three tests) and record the force in pounds necessary to separate the ¼-in. ferrous sphere from the magnetic probe.

A1.3.7.1 Record the three results and average:

Test 1 _____

Test 2 _____

Test 3 _____

Total _____ ÷ 3 = average force _____

Date _____

A1.3.8 The average force is then used as the number to measure the strength of the magnet.

A1.3.9 The average force must be within 10 % of the original average force when the magnetic probe was delivered to the customer.

A1.4 Magnetic Test Probe Information⁷:

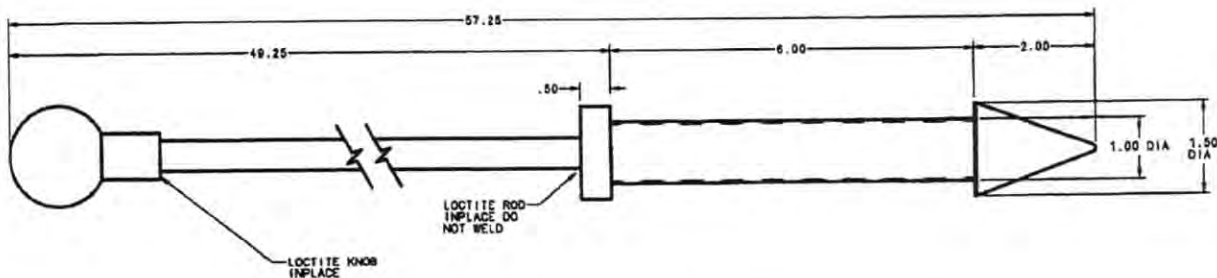
A1.4.1 Record the Magnetic Test Probe Serial Number _____

Record the Date of Purchase _____

Record the date and original average force test

Date _____ Original Average Force $4.75 \pm 5\%$

⁷ The sole source of supply of the magnetic probes and the Magnetic Pull Test Kit (part no. PROBE02A004) known to the committee at this time is Industrial Magnetics, Inc., 1240 M-75S, PO Box 80, Boyne City, MI 49712. If you are aware of alternative suppliers, please provide this information to ASTM Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend.



NOTE 1—All dimensions are in inches.

FIG. A1.1 Magnetic Test Probe

APPENDIX


(Nonmandatory Information)

X1. DATA LOG FOR SECTION 9

X1.1 See Fig. X1.1:

There were no Tramp Metals of recordable size 0.5" within any quadrant of the gross Test Sample (58 yards of EWF "FibreSoft™" Playground Engineered Cedar Wood Fiber provided by Superior Soil Supplements, 10367 Houston Ave, Hanford, CA 93230 delivered to the Templeton Elementary School playground located at 215 8th St. Templeton, CA.

9.5.1 Nonmagnetic Tramp Metal Test Procedure - A visual inspection of each quadrant of the gross Test Sample produced only a few samples of indigenous Calcite rock introduced to the site from adjacent school property by the students.

 **F2075 – 10a**

DATE: 7/01/2014 TIME: 8:15 AM SAMPLE TECHNICIAN: G.C. Groshon LOCATION: Templeton ES, TUSD

VERIFIED BY FACILITY REPRESENTATIVE: Doug Lapp, CP&R SIGNATURE/DATE SIGNED: 7/01/2014

STOCK PILE TEST SAMPLE (EWF) SIZE: 58 /CUBIC YARD must be = to or greater than 50 Cubic Yards (38.2 cubic meters).

1. Divide the stockpile into four (4) radial quadrants and number 1, 2, 3, 4.
2. When inserting the magnetic wand, go 36 inch (914.4 mm) or greater into the stockpile.
3. Remove metal particles from probe after each insertion.
4. At each quadrant probe seven (7) times at four (4) different heights.
5. Record the number of all magnetic particles retrieved which have any dimension of .5 inch (12.7 mm) or greater.
6. Probe Log: Log the number and size of Magnetic Particles/Probe Number
7. Total number of magnetic particles greater than .5 inch (12.7 mm).
8. Visual inspection – total number of metal particles.
9. Total number of metal particles having any dimension of .5 inch (12.7 mm) or greater.
No of Particles: 0 Size of Particles: 0
10. Verification of Magnetic Probe Strength Annex:
 - a. Pull the scale with the .25 inch (6.35 mm) Ferrousphere in a perpendicular motion away from the magnetic probe. Perform three (3) times average and record.
 - b. Results:
 - c. DATE of TEST TECHNICIAN 7/26/2014 G. C. Groshon, CPSI
 TEST 1: 0.6 TEST 2: 0.4 TEST 3: 0.3 TOTAL: 0.13 ÷ 3 = AVERAGE FORCE : 0.43
 Magnetic Test Probe Serial Number: _____
 Date of Purchase: 7/23/2014
 Original Average Force: 0.44

Quadrant 1	1	2	3	4	5	6	7	Total	Quadrant 2	1	2	3	4	5	6	7	Total	
15" (381 mm) Level									15" (381 mm) Level									
No. of Particles									No. of Particles									
Size of Particles									Size of Particles									
15" (381 mm) to 30" (762 mm) Level									15" (381 mm) to 30" (762 mm) Level									
No. of Particles	0	1	0	0	1	1	1		No. of Particles	0	0	0	1	2	0	0		
Size of Particles		1/16			1/4	1/16	1/16		Size of Particles				1/16	1/16				
30" (762 mm) to 45" (1143 mm) Level									30" (762 mm) to 45" (1143 mm) Level									
No. of Particles	0	1	0	0	1	0	1		No. of Particles	0	0	0	1	1	0	0		
Size of Particles		1/8			1/16		1/16		Size of Particles				1/16	1/16				
45" (1143 mm) to 60" (1524 mm) Level									45" (1143 mm) to 60" (1524 mm) Level									
No. of Particles	3	1	1	0	0	2	0		No. of Particles	0	1	0	0	1	0	0		
Size of Particles	1/16	3/16	1/16			1/16			Size of Particles		1/16			1/16				
Quadrant 3	1	2	3	4	5	6	7	Total	Quadrant 4	1	2	3	4	5	6	7	Total	
15" (381 mm) Level									15" (381 mm) Level									
No. of Particles	0	1	3	0	0	0	0		No. of Particles	0	1	3	1	0	0	0		
Size of Particles	1/16		1/16						Size of Particles		1/16	1/16	1/8					
15" (381 mm) to 30" (762 mm) Level									15" (381 mm) to 30" (762 mm) Level									
No. of Particles									No. of Particles									
Size of Particles									Size of Particles									
30" (762 mm) to 45" (1143 mm) Level									30" (762 mm) to 45" (1143 mm) Level									
No. of Particles	0	1	0	2	1	1	2		No. of Particles	0	1	0	0	0	0	0		
Size of Particles	1/16			1/16	3/16	1/16	1/8		Size of Particles		1/16							
45" (1143 mm) to 60" (1524 mm) Level									45" (1143 mm) to 60" (1524 mm) Level									
No. of Particles	0	0	1	1	1	0	0		No. of Particles	1	0	1	0	1	0	0		
Size of Particles			1/16	1/8	3/16				Size of Particles	1/8		1/16		1/16				

FIG. X1.1 Data Log for Section 9 of Specification F2075

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Report Number

14-216-0141

Page: 1 of 1

Account Number

01873

Send To: PSA Consulting

spl

37 Floramar, Suite 210

Rancho Santa Marga, CA 92688

Purchase Order :

Report Date : 08/07/2014

Date Received : 08/04/2014

Date Sampled :

REPORT OF ANALYSIS

Project : Engineered Wood Fiber

Lab Number: 18454

Sample Id : Engineered Wood Fiber

Analysis

Analysis	Result	Quantitation Limit	Method	Date and Time Test Started	Analyst
Wt. Percent Passing 3/4 , %	91.7	0.1	U.S. SIEVE	08/06/2014 08:00	VWP
Passing 9.42mm , %	46.1	0.1	U.S. SIEVE	08/06/2014 08:00	VWP
Wt. Percent Passing #16 , %	1.9	0.1	U.S. SIEVE	08/06/2014 08:00	VWP

Method Reference:

U.S. Standard Sieve Sizes

Comments:



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37 Floramar, Suite 210
Rancho Santa Margarita, CA 92688

Project Engineered Wood Fiber
Information :

Report Date : 8/8/2014

Report Number : 14-216-0142

REPORT OF ANALYSIS

Received : 8/4/2014

Lab No : 99416
Sample ID : Engineered Wood Fiber

Matrix: Solids
Sampled:

Test	Results	Units	ML	DF	Date / Time Analyzed	By	Analytical Batch
Analytical Method: SW-6010B							
Prep Method: SW-3050B							
Prep Batch(es): L207627							
Date/Time Prepped: 08/06/14 07:50							
Total Antimony	<0.500	mg/Kg	0.500	1	08/07/14 23:45	BKN	L207971
Total Arsenic	<1.00	mg/Kg	1.00	1	08/07/14 23:45	BKN	L207971
Total Barium	16.8	mg/Kg	0.500	1	08/06/14 23:13	BKN	L207872
Total Cadmium	<0.100	mg/Kg	0.100	1	08/07/14 23:45	BKN	L207971
Total Chromium	<0.250	mg/Kg	0.250	1	08/06/14 23:13	BKN	L207872
Total Lead	<0.300	mg/Kg	0.300	1	08/06/14 23:13	BKN	L207872
Total Selenium	<1.00	mg/Kg	1.00	1	08/06/14 23:13	BKN	L207872

Test	Results	Units	ML	DF	Date / Time Analyzed	By	Analytical Batch
Analytical Method: SW-7471A							
Prep Method: SW-7471A (PREP)							
Prep Batch(es): L207739							
Date/Time Prepped: 08/06/14 16:40							
Mercury (Total)	<0.0133	mg/Kg	0.0133	1	08/07/14 14:09	JRS	L207906

Qualifiers/Definitions		
*	Outside QC limit	
C	GCMS Confirmation Analysis	
g	GGA outside QC limits	
J	Estimated Value	
NA	Not on Scope of Accreditation	
Q	Surrogate Recovery	
U	Unconfirmed	

B	Analyte detected in blank
E	Exceeds calibration range
H	Beyond holding time
M	Minimum value
NC	Not confirmed
T	Sample exhibits toxicity

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**Playground Surface Impact Test Report
Templeton ES 5-12 Playground – Templeton, CA**

Superior Soil Supplements.
10367 Houston Ave
Hanford, Ca 93230
Attn: Andrea Fike / Owner

PSA Report No. 9738a
Date of test: 07/01/2014

Executive Summary

WORK REQUESTED/TEST SPECIFICATIONS

Field Impact Attenuation Testing for the recently installed EWF 5-12 year old Templeton Elementary School playground located at 215 8th St. Templeton, CA 93465. Composite Structures on Engineered Wood Fiber Surfacing at 3-Sites ranging from a (4' 2" - 7' 10") foot fall heights per ASTM F1292-09. Purpose: (CERTIFY Product: "FibreSoft™" **Playground Engineered Cedar Wood Fiber provided by Superior Soil Supplements, 10367 Houston Ave, Hanford, CA 93230 as per ASTM F2075-10a - Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.**

REFERENCE DOCUMENTS

ASTM F1292-09 – Impact Attenuation of Surface Systems Under & Around Playground Equipment

ASTM F2075-10a - Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment

TESTING METHODOLOGY

Utilizing the Triax 2010 Accelerometer & Handheld Computer & Tripod; There shall be one report for each play structure or functionally linked play structures & for each type of surface material. Each test shall be comprise of a minimum of 3 impact locations per play space or type surfacing material with three drops from the same height to the same point. The report shall be descriptive enough to assist the user of the report in determining compliance with contracts & Standards. The ASTM F1292 & CSA Z614-03 set minimum values as the Gmax shall not exceed 200 & the HIC shall not exceed 1000 from the drop height stipulated by the owner/operator prior to purchase. Drop Test Height was the highest accessible structure components.

CONCLUSION

Composite Play Structure 5-12 Year Old Spiral Slide – EWF Surfacing:

- The results are within ASTM 1292-09 criteria for drops from the height of 7' 10";

Composite Play Structure 5-12 Year Old Play Area Clatter Bridge – EWF Surfacing:

- The results are within ASTM 1292-09 criteria for drops from the height of 4' 2";

Composite Play Structure 5-12 Year Old Area Spiral Climber – EWF Surfacing:

- The results are within ASTM 1292-09 criteria for drops from the height of 7' 9".

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Surfacing Materials Report – ASTM F1292-09

Performance Assessment of Playground Surfacing – Reference Information

Test Location:	Templeton ES Composite Structure 5-12 Year Old Play Areas - 215 8th St. Templeton, CA 93465
Test Procedure:	Triax 2010 Accelerometer, Handheld Computer, Tripod, Stadia Rod, Digital Thermometer & Penetration Probe
Triax Model # Serial #	3014M2, 30-9487
Certificate #	1594
Thermometer - Extech Scientific: Visual Alarm Timer Model #	39272 8E271 Serial # 111615212
Surface Type:	EWF/ FibreSoft™
Surface Source:	Superior Soil Supplements - 10367 Houston Ave, Hanford, CA 93230
Surface Thickness: EWF Depth:	Composite Structures 14"
Playground Surface Temperature: ° F	80.0° to 81.6 ° F in EWF 76.5 ° Ambient
Drop Height Specified by owner operator:	Templeton Unified School District

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Page 6

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Surfacing Materials Report – ASTM F1292-09

Templeton ES Playground - Composite Structure 5-12 Year Old Play Area

Drop Area # 1 on 14" Engineered Wood Fiber Surfacing at the Spiral Slide (Side Wall Height)

The ASTM 1292-09 states that to calculate the results of the drop test, the first drop is to be omitted and the second and third drops averaged. The "G-Max" or peak is to be less than 200 and the HIC is to be less than 1000.

File: G4-1

Drops # 16-18 results are as follows:

Average Peak = 72.5

Average HIC = 257.5

The results are within ASTM 1292-09 criteria for drops from the height of 7' 10".



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Surfacing Materials Report – ASTM F1292-09

Templeton ES Playground - Composite Structure 5-12 Year Old Play Area

Drop Area # 2 on 14" Engineered Wood Fiber Surfacing at the Clatter Bridge (Deck Height)

The ASTM 1292-09 states that to calculate the results of the drop test, the first drop is to be omitted and the second and third drops averaged. The "G-Max" or peak is to be less than 200 and the HIC is to be less than 1000.

File: G4-1

Drops # 19-21 results are as follows:

Average Peak = 45

Average HIC = 96

The results are within ASTM 1292-09 criteria for drops from the height of 4' 2".



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Surfacing Materials Report – ASTM F1292-09

Templeton ES Playground - Composite Structure 5-12 Year Old Play Area

Drop Area # 3 on 14" Engineered Wood Fiber Surfacing at the Horizontal Ladder Triangles (Support Post Height)

The ASTM 1292-09 states that to calculate the results of the drop test, the first drop is to be omitted and the second and third drops averaged. The "G-Max" or peak is to be less than 200 and the HIC is to be less than 1000.

File: G4-1

Drops # 22-24 results are as follows:

Average Peak = 69

Average HIC = 287.5

The results are within ASTM 1292-09 criteria for drops from the height of 7' 9".



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Surfacing Materials Report – ASTM F1292-09

**TRIAx2000 DATA ACQUISITION AND ANALYSIS REPORT
TEMPLETON ES 5-12 PLAYGROUND – TEMPLETON - TUSD**

7-01-14, Templeton ES, Reference Calibration

<u>No.</u>	<u>Peak</u>	<u>HIC</u>	<u>Height</u>	<u>ANGLE</u>	<u>Date/Time</u>	<u>Comment</u>
13.	151	700	3' 0"	7	7/01/14 09:46a	Reference
14.	154	713	3' 0"	2	7/01/14 09:46a	Pad on AC
15.	158	759	3' 0"	5	7/01/14 09:47a	

Templeton ES, Composite Structure, 5-12 Year Old Play Area

16.	89	304	7' 10"	2	7/01/14 09:53a	Sprl Slide
17.	79	282	7' 10"	6	7/01/14 09:54a	on EWF
18.	66	233	7' 10"	5	7/01/14 09:54a	
19.	50	104	4' 1"	3	7/01/14 10:00a	Cltr Brdg
20.	47	99	4' 2"	1	7/01/14 10:01a	on EWF
21.	44	94	4' 2"	1	7/01/14 10:01a	
22.	70	336	7' 9"	4	7/01/14 10:05a	Horz Ldr
23.	67	280	7' 9"	6	7/01/14 10:05a	on EWF
24.	71	295	7' 10"	1	7/01/14 10:06a	

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Surfacing Materials Report – ASTM F1292-09

Templeton ES Playground - Composite Structure 5-12 Year Old Play Area

PRODUCT: "FibreSoft™" Playground Engineered Cedar Wood Fiber provided by Superior Soil Supplements, 10367 Houston Ave, Hanford, CA 93230 as per ASTM F2223-10 Standards on Playground Surfacing Systems, ASTM F2075-10a - Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

This test was performed in accordance with ASTM F1292-09 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment. The results were obtained using a certified ASTM F1292-09 compliant Triax 2010 Surface Impact Testing device operated by a manufacturer certified technician. Certificates to substantiate this claim are available.

"Best Practice" would elect that all new surfaces should be field tested at installations and periodically thereafter to verify continued compliance for the life of the product.

It is suggested that the results of the initial Surfacing Impact test after installation be applied as a base line condition for continued surface maintenance of the playground. The Goal is for the Fiber Surface grooming and compaction to meet or exceed this standard for impact attenuation within playground.

ASTM F1292-09 states that "Data obtained from this specification are indicative of the relative impact attenuation characteristics of the playground surface system and can be used only for comparisons and for establishing minimum requirements." It is the responsibility of the user of this report to judge its suitability for their particular purpose.

Playground Safety Analysts (PSA Consulting) warrants the results of this report and the product "FibreSoft™" Engineered Wood Fiber compliant with ASTM F2223-10 Standards on Playground Surfacing Systems, ASTM F2075-10a and in accordance with testing procedures of ASTM F1292-09.

Test Performed by: Gary C. Groshon

Date of Signature: 7/05/2014

Gary C. Groshon, CPSI
PSA Consulting

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**Playground Surface Accessibility Test Report
Templeton ES 5-12 Playground – Templeton, CA**

Superior Soil Supplements,
10367 Houston Ave
Hanford, Ca 93230
Attn: Andrea Fike / Owner

PSA Report No. 9738b
Date of test: 07/01/2014

Executive Summary

WORK REQUESTED/TEST SPECIFICATIONS

ADA Field Accessibility Testing for the 5-12 year old Post and Deck and Metal Post Composite Structures on Engineered Wood Fiber (EWF) Surfacing playground located Templeton Elementary School playground located at 215 8th St. Templeton, CA 93465, per ASTM f1487 & ASTM f1951-09b. Purpose: **(CERTIFY Product: "FibreSoft™" Playground Engineered Cedar Wood Fiber provided by Superior Soil Supplements, 10367 Houston Ave, Hanford, CA 93230 as per ASTM F2075-10a - Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.**

REFERENCE DOCUMENTS

ADA 2010 Standards for Accessible Design; ASTM f1951-09b – Accessibility of Surface Systems Under & Around Playground Equipment; ASTM f1487-11 - Standard Safety Performance Specification for Playground Equipment for Public Use; CPSC Pub #325 – Guidelines for Public Playground Safety; Rotational Penetrometer Instruction Manual – Beneficial Designs, Inc.

TESTING METHODOLOGY

Utilizing the Rotational Penetrometer & Handheld Computer; There shall be one report for each play structure or functionally linked play structures & for each type of surface material. Each test shall be comprised of a minimum of 5 accessible locations per play space or type surfacing material. The report shall be descriptive enough to assist the user of the report in determining compliance with contracts & Standards. Standard CPSI report format; Testing was conducted to evaluate the firmness and stability of playground surfaces using the portable Rotational Penetrometer by Beneficial Designs, Inc.

CONCLUSION

Composite Play Structures in the 5-12 Year Old Play Area – EWF Surfacing:

- The results are within the acceptable range of ASTM f1951-09b criteria for accessible surfacing. Playground Entrance to North Composite Structure Stair Case. (See Attached Summary Sheet page 7)
- The results are within the acceptable range of ASTM f1951-09b criteria for accessible surfacing. ADA Transfer Platform to Spiral Slide (See Attached Summary Sheet page 9)

Rotational Penetrometer Data Sheet

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Surfacing Materials Report – ASTM F1951-09b

Templeton ES Playground - Composite Structure 5-12 Year Old Play Area – Entrance Area to North Composite Structure Stair Case – EWF Surfacing

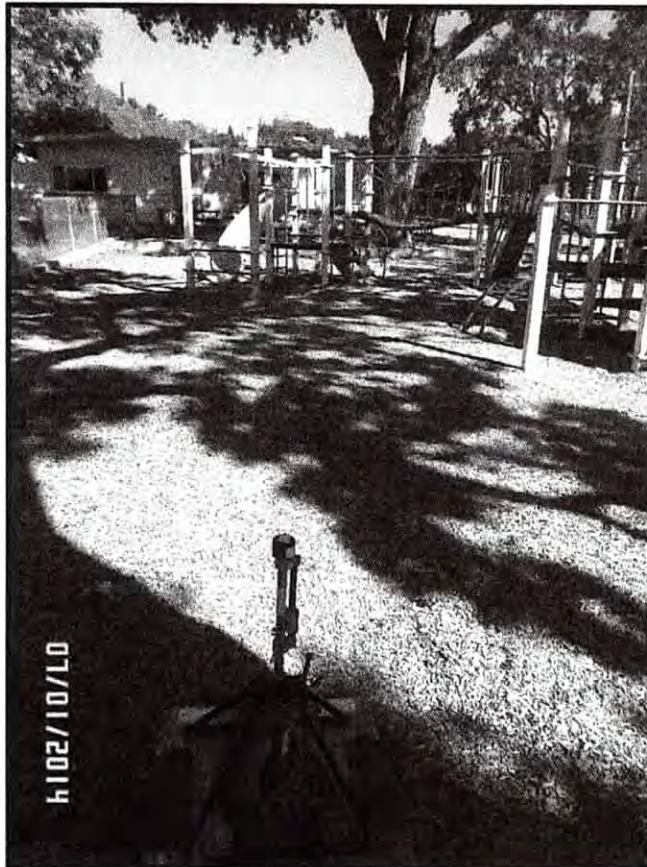
Trial Area # 1

The ASTM 1951-09b states that to calculate the results of the accessibility test, there are five (5) trial test along the accessible route to and from the play component. The five are averaged for both the firmness and the stability of the surfacing.

Trial Area #1 Entrance Area to Structure Staircase - EWF Surfacing
Results are as follows:

Average Firmness = 0.300
Average Stability = 0.825

The results are within the acceptable range ASTM 1951-09b criteria for accessibility.



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Surfacing Materials Report – ASTM F1951-09b

**Templeton ES Playground - Composite Structure 5-12 Year Old Play Area
- ADA Transfer Platform to Spiral Slide – EWF Surfacing**

Trial Area # 2

The ASTM 1951-09b states that to calculate the results of the accessibility test, there are five (5) trial test along the accessible route to and from the play component. The five are averaged for both the firmness and the stability of the surfacing.

Trial Area # 2 – ADA Ramp to Swings - EWF Surfacing
Results are as follows:

Average Firmness = 0.347

Average Stability = 0.662

The results are within the acceptable range ASTM 1951-09b criteria for accessibility.



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Surfacing Materials Report – ASTM F1951-09b

Templeton ES Playground, Composite Structure 5-12 Year Old Play Area– EWF Surfacing

PRODUCT: "FibreSoft™" Playground Engineered Cedar Wood Fiber provided by Superior Soil Supplements, 10367 Houston Ave, Hanford, CA 93230 as per ASTM F2223-10 Standards on Playground Surfacing Systems, ASTM F2075-10a - Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

ASTM 1487 requires that all access routes within the play area must comply with the requirements of ASTM f1292 for Impact Attenuation and ASTM f1951 for Determination of Accessibility of Surface Systems Under and Around Playground Equipment. Currently, only Wheelchair Work Measurement laboratory test are the accepted method for ASTM f1951. There is no approved devise for conducting field test. However, the portable Rotational Penetrometer developed by Beneficial Design can test both surfacing firmness and stability with proven, and repeatable reliability to within < 0.85 % deviation to the existing wheelchair lab test results. ASTM Accessibility Committee continues to study the RP instrument as an acceptable method for determining compliance with DOJ's 2010 ADA Standards for firm and stable access routes both to and within playgrounds.

This test was performed utilizing the Rotational Penetrometer by trained RP Technicians per the manufacturers' Specifications for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

The playground facility owner/operator should require that all surfacing products purchased for use in a playground and used in an accessible route be certified by the surfacing manufacturers to comply with ASTM f 1951.

"Best Practice" would elect that all new surfaces should be field tested at installations and periodically thereafter to verify continued compliance for the life of the product.

It is suggested that the results of the initial Accessibility test after installation be applied as a base line condition for continued surface maintenance of the playground. The Goal is for the Fiber Surface grooming and compaction to meet or exceed this standard for firm and stable access routes both to and within playgrounds.

ASTM 1951-09b states that "Data obtained from this specification are indicative of the relative accessibility characteristics of the playground surface system and can be used only for comparisons and for establishing minimum requirements." It is the responsibility of the user of this report to judge its suitability for their particular purpose.

Playground Safety Analysts (PSA Consulting) warrants the results of this report and the product "FibreSoft™" Engineered Wood Fiber compliant with ASTM F2223-10 Standards on Playground Surfacing Systems, ASTM F2075-10a and in accordance with testing procedures of ASTM F1951-09b

Test Performed by: Gary C. Groshon

Date of Signature: 7/01/2014

Gary C. Groshon, CPSI
PSA Consulting

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Toll Free: (855.2875292)

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**Appendix B, Exhibit 9b - REVISED
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

CRESCENTA VALLEY COMMUNITY REGIONAL PARK		Annual	Cost Per	Annual
3901 Dunsmore Avenue La Crescenta, CA 91214		Frequency	Frequency*	Cost
sow	GROUP I			
17	1. Mowing			
	a. General Turf Areas (April thru Nov., once per week (35); December thru March, once every 2 weeks (8))	43	<u>\$1,255.00</u>	<u>\$53,965.00</u>
	b. Specialized Areas	N/A		
18	2. Group I - Site Inspection and Reporting Per Requirements specified in Section 19 of SOW	43	<u>\$4.00</u>	<u>\$172.00</u>
19	3. Group I - Management/Supervision Per requirements specified in Section 20 of SOW	43	<u>\$4.00</u>	<u>\$172.00</u>
	Group I Total On-Going Costs Per Year			<u><u>\$54,309.00</u></u>
sow	GROUP II			
20	4. Mechanical Edging			
	a. Turf Areas (Tasks performed with mowing services)	43	<u>\$56.00</u>	<u>\$2,408.00</u>
	b. Ground Cover Areas (Once per month)	12	<u>\$20.00</u>	<u>\$240.00</u>
21	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	<u>\$16.00</u>	<u>\$832.00</u>
	b. Bare Areas (Once per month)	12	<u>\$20.00</u>	<u>\$240.00</u>
	c. Undeveloped Areas (Once per month)	12	<u>\$17.00</u>	<u>\$204.00</u>
22	6. Litter Control			
	a. Developed Areas (Daily)	364	<u>\$6.00</u>	<u>\$2,185.00</u>
	b. Undeveloped Areas (Once per week)	52	<u>\$4.00</u>	<u>\$208.00</u>
23	7. Trash Containers			
	a. Empty Exterior Trash Containers (Daily)	364	<u>\$17.00</u>	<u>\$6,188.00</u>
24	8. Trash Bin Removal From Site (Once per week)	52	<u>\$10.00</u>	<u>\$520.00</u>
25	9. Raking			
	a. Turf Under Trees (Once per month)	12	<u>\$14.00</u>	<u>\$168.00</u>
	b. Planter Beds and Planters (Once per week)	52	<u>\$2.00</u>	<u>\$104.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

CRESCENTA VALLEY COMMUNITY REGIONAL PARK

		Annual Frequency	Cost Per Frequency*	Annual Cost
sow	GROUP II (continued)			
26	10. Pruning and Hedge Trimming			
	a. Tree Clearance (Once per month)	12	<u>\$14.00</u>	<u>\$168.00</u>
	b. Shrub Pruning (Once per month)	12	<u>\$2.00</u>	<u>\$24.00</u>
	c. Hedge Shaping and Trimming (Once per month)	12	<u>\$2.00</u>	<u>\$24.00</u>
	d. Ground Cover Pruning (Once per month)	12	<u>\$28.00</u>	<u>\$336.00</u>
	e. Skate Park Area			
	Shrub Pruning (Once per Month)	12	<u>\$14.00</u>	<u>\$168.00</u>
	Hedge Shaping and Trimming (Once per Week)	52	<u>\$18.00</u>	<u>\$936.00</u>
	Ground Cover Pruning (Once per Week)	52	<u>\$24.00</u>	<u>\$1,248.00</u>
27	11. Sweeping			
	a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts and Basketball Courts (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. Picnic Table Pads (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	c. Picnic Shelters, Pavillions, Patios (Daily)	364	<u>\$16.00</u>	<u>\$5,824.00</u>
28	12. Washing			
	a. Tennis Courts/Basketball Courts/Walk Ways Per requirements specified in Section 28.1 of SOW. (Once per week)	52	<u>\$18.00</u>	<u>\$936.00</u>
	b. Picnic Table Pads/Tables Per requirements specified in Section 28.2 of SOW. (Three times per week)	156	<u>\$18.00</u>	<u>\$2,808.00</u>
	c. Patio/Designated Areas Used for Food Service Per requirements specified in Section 28.3 of SOW. (Once per week)	52	<u>\$14.00</u>	<u>\$728.00</u>
	d. Outdoor Kitchen Per requirements specified in Section 28.3 of SOW. (Twice per week)	104	<u>\$6.00</u>	<u>\$624.00</u>
	f. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	52	<u>\$2.00</u>	<u>\$104.00</u>
29	13. Graffiti Eradication and Control			
	a. Exterior Per requirements specified in Section 29.1 of SOW. (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. Interior Per requirements specified in Section 29.1 of SOW. (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
30	14. Sand/Woodchips Play Area/Playground Equipment/Skate Park			
	a. Inspect Playground Site and Inspect Equipment Equipment for Safety (Daily)	364	<u>\$6.00</u>	<u>\$2,184.00</u>
	b. Maintain Sand/Woodchips Play Area(s) Tasks performed as specified In section 31 of SOW on a daily basis	364	<u>\$10.00</u>	<u>\$3,640.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

CRESCENTA VALLEY COMMUNITY REGIONAL PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
sow	GROUP II (continued)			
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	364	<u>\$10.00</u>	<u>\$3,640.00</u>
	d. COVID Cleaning/Disinfecting <i>Cleaning and Disinfecting tasks performed as instructed by the Director</i>	364	<u>\$2.00</u>	<u>\$728.00</u>
31	15. Picnic Areas/Shelters			
	a. Daily Operations	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. Weekly Operations	52	<u>\$12.00</u>	<u>\$624.00</u>
	c. COVID Cleaning/Disinfecting <i>Cleaning and Disinfecting Tasks as instructed by the Director</i>	364	<u>\$1.00</u>	<u>\$364.00</u>
73.1	d. Outdoor Kitchen			
	Daily Operations <i>Per requirements specified in Section 31 of SOW. (Five times per week)</i>	260	<u>\$8.00</u>	<u>\$2,080.00</u>
	Weekly Operations <i>(Twice a week)</i>	104	<u>\$6.00</u>	<u>\$624.00</u>
32	16. Drinking Fountains			
	a. Interior and Exterior Driking Fountains (Daily)	364	<u>\$3.00</u>	<u>\$1,092.00</u>
	b. COVID Cleaning/Disinfecting <i>Cleaning and Disinfecting Tasks as instructed by the Director</i>	364	<u>\$2.00</u>	<u>\$728.00</u>
33	17. Aerification			
	a. Per Specification - Section 33 <i>(Three per year, April thru November, as directed by Director)</i>	3	<u>\$4.00</u>	<u>\$12.00</u>
34	18. Fertilization			
	a. Per SOW Specification - Section 34 <i>(Three per year, April thru November, as directed by Director)</i>	3	<u>\$4.00</u>	<u>\$12.00</u>
35	19. Rodent Control			
	a. Per Specification - Section 35.1 <i>(Once per Week)</i>	52	<u>\$2.00</u>	<u>\$104.00</u>
	b. Skate Park - Per Specification - Section 35.1 <i>(Once per Week)</i>	52	<u>\$2.00</u>	<u>\$104.00</u>
	c. Per Specification - Section 35.2 <i>(Tasks performed prior to each mowing operation)</i>	43	<u>\$4.00</u>	<u>\$172.00</u>
36	20. Swales and Drains			
	a. Per Specification - Section 36 <i>(Once per month)</i>	12	<u>\$4.00</u>	<u>\$48.00</u>
37	21. Service Yards and Storage Areas			
	a. Per Specification - Section 37 <i>(Once per week)</i>	52	<u>\$4.00</u>	<u>\$208.00</u>
73.1	22. Dog Waste Stations <i>Daily prior to 7:00 p.m.</i>	364	<u>\$2.00</u>	<u>\$728.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

CRESCENTA VALLEY COMMUNITY REGIONAL PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
SOW	GROUP II (continued)			
38	23. Group II - Site Inspection and Reporting Per Requirements specified in Section 38 of SOW	364	<u>\$2.00</u>	<u>\$728.00</u>
39	24. Group II - Management/Supervision Per Requirements specified in Section 39 of SOW	364	<u>\$3.00</u>	<u>\$1,092.00</u>
Group II Total On-Going Costs Per Year				<u>\$49,776.00</u>
SOW	GROUP III			
40	25. Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364) (As directed each diamond)	728	<u>\$6.00</u>	<u>\$4,368.00</u>
	b. Periodic Preparations for each Diamond (2x12) (Once per month each diamond)	24	<u>\$2.00</u>	<u>\$48.00</u>
	c. Detailing Sports Field Areas (2x52) (Once every week each diamond)	104	<u>\$2.00</u>	<u>\$208.00</u>
	d. Horseshoe Pit Maintenance	N/A		
41	26. Group III - Site Inspection and Reporting a. Per Requirements	364	<u>\$6.00</u>	<u>\$2,184.00</u>
42	27. Group III - Management/Supervision a. Group III Management/Supervision	364	<u>\$2.00</u>	<u>\$728.00</u>
Group III Total On-Going Costs Per Year				<u>\$7,536.00</u>
SOW	GROUP IV			
	28. Building Maintenance			
43	a. Basic Interior Building Maintenance Level I - Requires full agreement mandates plus additional stipulated functions (Tasks performed Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	Level II - Requires full agreement mandates (Three time per week: Monday, Wednesday, Friday)	N/A		
	Level III - Requires that daily and weekly agreement mandates be performed together once weekly	N/A		
	b. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks as instructed by the Director	364	<u>\$2.00</u>	<u>\$728.00</u>
44	c. Periodic Interior Building Maintenance Weekly	52	<u>\$12.00</u>	<u>\$624.00</u>
	Monthly	12	<u>\$6.00</u>	<u>\$72.00</u>
	Gymnasium Building			
45	d. Gymnasium Floor	N/A		
	e. Shower & Locker Rooms Maint. **	N/A		
	f. Weight Room	N/A		
46	29. Inspect/Replace Exterior Security Lights (Once per month)	12	<u>\$2.00</u>	<u>\$24.00</u>
47	30. Hose Off Exterior of Building & Adjacent Plants (once per week)	52	<u>\$4.00</u>	<u>\$208.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

**Shower/locker rooms shall be thoroughly cleaned using appropriate steps identified in restroom maintenance procedures.

CRESCENTA VALLEY COMMUNITY REGIONAL PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
sow	GROUP IV continued			
48	31. a. Clean Interior and Exterior Storage and Maintenance Rooms (Once per week)	52	<u>\$10.00</u>	<u>\$520.00</u>
	b. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks as instructed by the Director	52	<u>\$6.00</u>	<u>\$312.00</u>
49	32. Daily Restroom Maintenance			
	a. Interior Restrooms			
	First cleaning performed prior to 8:00am	364	<u>\$2.00</u>	<u>\$728.00</u>
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. Comfort Stations			
	First cleaning performed prior to 8:00am	364	<u>\$2.00</u>	<u>\$728.00</u>
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	<u>\$2.00</u>	<u>\$728.00</u>
	c. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks as instructed by the Director	364	<u>\$2.00</u>	<u>\$728.00</u>
50	33. Weekly Restroom Maintenance			
	a. Interior Restrooms	52	<u>\$4.00</u>	<u>\$208.00</u>
	b. Comfort Stations	52	<u>\$4.00</u>	<u>\$208.00</u>
51	34. Monthly Restroom Maintenance			
	a. Interior Restrooms	12	<u>\$84.00</u>	<u>\$1,008.00</u>
	b. Comfort Stations	12	<u>\$16.00</u>	<u>\$192.00</u>
52	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	364	<u>\$4.00</u>	<u>\$1,456.00</u>
53	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	364	<u>\$4.00</u>	<u>\$1,456.00</u>
Group IV Total On-Going costs Per Year				<u>\$11,384.00</u>
sow	GROUP V			
54	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides (Once every month, March through November, Inclusive)	9	<u>\$4.00</u>	<u>\$36.00</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once per month)	12	<u>\$4.00</u>	<u>\$48.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

CRESCENTA VALLEY COMMUNITY REGIONAL PARK

		Annual Frequency	Cost Per Frequency*	Annual Cost
sow	GROUP V (continued)			
55	c. Broadleaf Control in Turf Areas (Once annually as scheduled by Director)	N/A		
73.1	37.5 Chemical Edging/Detailing - Skate Park Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once per month)	12	<u>\$1,833.00</u>	<u>\$21,996.00</u>
56	38. Algae and Aquatic Growth Control			
	a. Algae Control with Cutrine Plus (Once per month as required or directed)	N/A		
	b. Aquatic Weed Control (Twice annually as directed by the Director)	N/A		
57	39. Group V - Site Inspection and Reporting			
	a. Per Requirements	12	<u>\$16.00</u>	<u>\$192.00</u>
58	40. Group V - Management/Supervision			
	a. Group V Management/Supervision	12	<u>\$16.00</u>	<u>\$192.00</u>
Group V Total On-Going Costs Per Year				<u>\$22,464.00</u>
sow	GROUP VI			
59	41. Watering and Irrigation System Management			
	a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
59	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	<u>\$19.00</u>	<u>\$988.00</u>
60	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	<u>\$19.00</u>	<u>\$988.00</u>
	d. Manual Watering Note: There are 40 quick-couplers in the area; only 5 can be turned on all the same time. (Three times a week)	156	<u>\$64.00</u>	<u>\$9,984.00</u>
73.1	41.3 Irrigation/Watering Dog Park			
59	a. Valve Box Integrity - Replace Covers, Check Safety & Tasks performed on a daily basis	364	<u>\$52.00</u>	<u>\$18,928.00</u>
60	b. Inspect, Operate, Control and Make Adjustments Tasks performed on a weekly basis (or more frequently if problems warrant it).	52	<u>\$6.00</u>	<u>\$312.00</u>
60	c. Repair, Replace, Relocate Sprinkler Heads Tasks performed weekly, as determined by Director	52	<u>\$2.00</u>	<u>\$104.00</u>
73.1	41.6 Irrigation/Watering Skate Park			
59	a. Valve Box Integrity - Replace Covers, Check Safety & Tasks performed on a daily basis	364	<u>\$11.00</u>	<u>\$4,004.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

CRESCENTA VALLEY COMMUNITY REGIONAL PARK

		Annual Frequency	Cost Per Frequency*	Annual Cost
sow	GROUP VI (continued)			
60	b. Inspect, Operate, Control and Make Adjustments Tasks performed on a weekly basis (or more frequently if problems warrant it).	52	<u>\$12.00</u>	<u>\$624.00</u>
60	c. Repair, Replace, Relocate Sprinkler Heads Tasks performed weekly, as determined by Director.	52	<u>\$12.00</u>	<u>\$624.00</u>
63	42. Group VI - Site Inspection and Reporting a. Per Requirements	364	<u>\$11.00</u>	<u>\$4,004.00</u>
64	43. Group VI - Management/Supervision a. Group VI Management/Supervision	364	<u>\$2.00</u>	<u>\$728.00</u>
Group VI Total On-Going Costs Per Year				<u>\$42,016</u>

MISCELLANEOUS/SEASONAL SPECIALTY TASKS

73.1	44. Dog Park All maintenance tasks must be done prior to the Dog Park opening			
	a. Weed Removal (Once per week)	52	<u>\$2.00</u>	<u>\$104.00</u>
	b. Litter Control (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	c. Trash Containers (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	d. Raking Keep base areas around trees free of woodchips and level wood chip areas. (Once per week)	52	<u>\$2.00</u>	<u>\$104.00</u>
	Backfill Holes in wood chip and DG areas (Once per Week)	52	<u>\$2.00</u>	<u>\$104.00</u>
	e. Pruning and Hedge Trimming (Once per Month)	12	<u>\$4.00</u>	<u>\$48.00</u>
	f. Sweeping Walkways, concrete areas, pads, hard surfaces and return wood chips to main areas.	364	<u>\$2.00</u>	<u>\$728.00</u>
	g. Washing (use Odor-X liquid solution) Twice per week, Tuesday and Friday before 9 AM	104	<u>\$4.00</u>	<u>\$416.00</u>
	h. Graffiti Eradication and Control Per requirements specified in Section 29.1 of SQW (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	i. Sweep walkway-Dog Park & Return Woodchips to Area (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	j. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks as instructed by the Director	364	<u>\$2.00</u>	<u>\$728.00</u>
	k. Drinking Fountains (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
73.1	44. Skate Park All maintenance tasks must be done prior to the Skate Park opening			
	a. Weed removal in areas where it is impractical to use chemicals: Walks, (Once per week)	52	<u>\$2.00</u>	<u>\$104.00</u>
	b. Litter Control (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	c. Trash containers (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	d. Raking Planter Beds and planters (Daily)	52	<u>\$2.00</u>	<u>\$104.00</u>
	e. Sweeping (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	f. Graffiti eradication and control Per requirements specified in Section 29.1 of SQW. (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

CRESCENTA VALLEY COMMUNITY REGIONAL PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
73.1	44. Skate Park (continued)			
	g. Inspect skate park and equipment for safety (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	h. COVID cleaning/disinfecting guidelines for skate park per Guidelines identified in Appendix H (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
SOW	Seasonal Specialty Tasks			
65	44. Shrub and Tree Care/Pruning	N/A		
66	45. Cultivating Tasks performed daily as indicated on the SOW	N/A		
67	46. Renovation/Vertical Mowing	N/A		
68	47. Turf Reseeding/Restoration of Bare Areas	N/A		
69	48. Disease/Insect Control	N/A		
70	49. Plant Materials			
	a. Replacement Tasks performed as indicated on the SOW	N/A		
	b. Slope Bare Areas	N/A		
73.1	50. Rake, Level, Compack, and eliminate eroded areas in the decomposed granite areas in the Park Once per month January thru September	9	<u>\$10.00</u>	<u>\$90.00</u>
73.1	51. Provide 120 cubic yards of cedar wood chips in dog park and spread and level it. Once per year as instructed by the Director	1	<u>\$4,340.00</u>	<u>\$4,340.00</u>
Miscellaneous/Seasonal Specialty Tasks Total On-Going Costs Per Year				<u>\$15,138.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

CRESCENTA VALLEY COMMUNITY REGIONAL PARK	Annual Frequency	Cost Per Frequency*	Annual Cost
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ANNUAL COSTS

GROUP I \$54,309.00

GROUP II \$49,776.00

GROUP III \$7,536.00

GROUP IV \$11,384.00

GROUP V \$22,464.00

GROUP VI \$42,016.00

Miscellaneous/Seasonal Specialty Tasks \$15,138.00

TOTAL ANNUAL COSTS **\$202,623.00**

HOURS AND DAYS OF MAINTENANCE SERVICES

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

For the months of May through October, 6:00 a.m. to 2:30 p.m.

**Appendix B, Exhibit 9b
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY:		Annual Frequency	Cost Per Frequency*	Annual Cost
TWO STRIKE COUNTY PARK 5107 Rosemont Avenue La Crescenta, CA 91214				
sow	GROUP I			
17	1. Mowing			
	a. General Turf Areas *	43	<u>\$62.00</u>	<u>\$2,666.00</u>
	(April thru Nov., once per week (35). December thru March, once every 2 weeks (8))			
	b. Specialized Areas	N/A		
18	2. Group I - Site Inspection and Reporting *	43	<u>\$4.00</u>	<u>\$172.00</u>
	Per Requirements specified in Section 18 of SOW			
19	3. Group I - Management/Supervision*	43	<u>\$4.00</u>	<u>\$172.00</u>
	Per requirements specified in Section 19 of SOW			
	Group I Total On-Going Costs Per Year			<u>\$3,010.00</u>
sow	GROUP II			
20	4. Mechanical Edging			
	a. Turf Areas	43	<u>\$14.00</u>	<u>\$602.00</u>
	(Tasks performed with mowing services)			
	b. Ground Cover Areas	12	<u>\$3.00</u>	<u>\$36.00</u>
	(Once per month)			
21	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape	52	<u>\$6.00</u>	<u>\$312.00</u>
	(Once per week)			
	b. Bare Areas	12	<u>\$8.00</u>	<u>\$96.00</u>
	(Once per month)			
	c. Undeveloped Areas	12	<u>\$6.00</u>	<u>\$72.00</u>
	(Once per month)			
22	6. Litter Control			
	a. Developed Areas	364	<u>\$3.00</u>	<u>\$1,092.00</u>
	(Daily)			
	b. Undeveloped Areas	52	<u>\$3.00</u>	<u>\$156.00</u>
	(Once per week)			
23	7. Trash Containers			
	a. Empty Exterior Trash Containers	364	<u>\$3.00</u>	<u>\$1,092.00</u>
	(Daily)			
24	8. Trash Bin Removal From Site	N/A		
	(Once per week)			
25	9. Raking			
	a. Turf Under Trees *	12	<u>\$6.00</u>	<u>\$72.00</u>
	(Once per month)			
	b. Planter Beds and Planters	52	<u>\$5.00</u>	<u>\$260.00</u>
	(Once per week)			

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY: TWO STRIKE COUNTY PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
SOW GROUP II (continued)				
26	10. Pruning and Hedge Trimming			
	a. Tree Clearance <small>(Once per month)</small>	12	<u>\$6.00</u>	<u>\$72.00</u>
	b. Shrub Pruning * <small>(Once per month)</small>	12	<u>\$6.00</u>	<u>\$72.00</u>
	c. Hedge Shaping and Trimming * <small>(Once per month)</small>	12	<u>\$9.00</u>	<u>\$108.00</u>
	d. Ground Cover Pruning <small>(Once per month)</small>	12	<u>\$6.00</u>	<u>\$72.00</u>
27	11. Sweeping			
	a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts & Basketball Courts <small>(Daily)</small>	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. Picnic Table Pads * <small>(Daily)</small>	364	<u>\$3.00</u>	<u>\$1,092.00</u>
	c. Picnic Shelters, Pavillions, Patios * <small>(Daily)</small>	N/A		
28	12. Washing			
	a. Concrete Surfaces, Walks, Steps, basketballs <small>Per requirements specified in Section 29.1 of SOW. (once per month)</small>	12	<u>\$6.00</u>	<u>\$72.00</u>
	b. Picnic Tables and Pads * <small>Per requirements specified in Section 29.2 of SOW. (Twice per week)</small>	104	<u>\$1.00</u>	<u>\$104.00</u>
	c. Patio/Designated Areas Used for Food Service* <small>Per requirements specified in Section 29.3 of SOW. (Once per week)</small>	N/A		
	d. Outdoor Kitchen <small>Per requirements specified in Section 29.3 of SOW. (Twice per week)</small>	N/A		
	e. COVID Cleaning/Disinfecting <small>Cleaning and Disinfecting Tasks performed as instructed by the Director</small>	104	<u>\$1.00</u>	<u>\$104.00</u>
29	13. Graffiti Eradication and Control			
	a. Exterior <small>Per requirements specified in Section 30.1 of SOW. (Daily)</small>	364	<u>\$1.00</u>	<u>\$364.00</u>
	b. Interior <small>Per requirements specified in Section 30.1 of SOW. (Daily)</small>	364	<u>\$3.00</u>	<u>\$1,092.00</u>
30	14. Sand/Woodchips Play Area/Playground Equipment			
	a. Inspect Playground Site/Equipment for Safety* <small>(Daily)</small>	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. Maintain Sand/Woodchips Play Area(s) <small>Tasks performed as specified in section 31 of SOW on a daily basis</small>	364	<u>\$2.00</u>	<u>\$728.00</u>
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area <small>(Daily)</small>	364	<u>\$2.00</u>	<u>\$728.00</u>
	d. COVID Cleaning/Disinfecting <small>Cleaning and Disinfecting Tasks performed as instructed by the Director</small>	364	<u>\$2.00</u>	<u>\$728.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY: TWO STRIKE COUNTY PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
GROUP II (continued)				
31	15. Picnic Areas/Shelters			
	a. Daily Operations *	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. Outdoor Kitchen	N/A		
	c. Weekly Operations	52	<u>\$3.00</u>	<u>\$156.00</u>
	d. COVID Cleaning/Disinfecting <small>Cleaning and Disinfecting Tasks performed as instructed by the Director</small>	364	<u>\$2.00</u>	<u>\$728.00</u>
32	16. Drinking Fountains			
	a. Interior and Exterior Drinking Fountains * (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. COVID Cleaning/Disinfecting <small>Cleaning and Disinfecting Tasks performed as instructed by the Director</small>	364	<u>\$2.00</u>	<u>\$728.00</u>
33	17. Aeration *			
	a. Per Specification - Section 33 <small>(Three per year, April thru November, as directed by Director)</small>	3	<u>\$71.00</u>	<u>\$213.00</u>
34	18. Fertilization*			
	a. Per SOW Specification - Section 34 <small>(Three per year, April thru November, as directed by Director)</small>	3	<u>\$65.00</u>	<u>\$195.00</u>
35	19. Rodent Control*			
	a. Per Specification - Section 35.1 <small>(Once per Week)</small>	52	<u>\$5.00</u>	<u>\$260.00</u>
	b. Per Specification - Section 35.2 <small>(Tasks performed prior to each mowing operation)</small>	43	<u>\$3.00</u>	<u>\$129.00</u>
36	20. Swales and Drains			
	a. Per Specification - Section 36 <small>(Once per month)</small>	12	<u>\$3.00</u>	<u>\$36.00</u>
37	21. Service Yards and Storage Areas			
	a. Per Specification - Section 37 <small>(Monthly)</small>	N/A		
73.2	22. Dog Waste Stations <small>(Daily, prior to 7:00am)</small>	364	<u>\$2.00</u>	<u>\$728.00</u>
38	23. Group II - Site Inspection and Reporting <small>Per Requirements specified in Section 38 of SOW</small>	364	<u>\$3.00</u>	<u>\$1,092.00</u>
39	24. Group II - Management/Supervision <small>Per Requirements specified in Section 39 of SOW</small>	364	<u>\$3.00</u>	<u>\$1,092.00</u>
Group II Total On-Going Costs Per Year				<u>\$17,395.00</u>

GROUP III

40	25. Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (1x364)* <small>(As directed each diamond)</small>	364	<u>\$16.00</u>	<u>\$5,824.00</u>
	b. Periodic Preparations for each Diamond (1x12)* <small>(Once per month each diamond)</small>	12	<u>\$15.00</u>	<u>\$180.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY: TWO STRIKE COUNTY PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
GROUP III (continued)				
	c. Detailing Sports Field Areas (1x52)* (Once every week each diamond)	52	<u>\$16.00</u>	<u>\$832.00</u>
	d. Horseshoe Pit Maintenance *	N/A		
41	26. Group III - Site Inspection and Reporting a. Per Requirements	364	<u>\$3.00</u>	<u>\$1,092.00</u>
42	27. Group III - Management/Supervision a. Group III Management/Supervision	364	<u>\$3.00</u>	<u>\$1,092.00</u>
Group III Total On-Going Costs Per Year				<u>\$9,020.00</u>

GROUP IV

sow	28. Building Maintenance			
43	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions*	N/A		
	(Tasks performed Daily)			
	Level II - Requires full agreement mandates*	N/A		
	(Three time per week: Monday, Wednesday, Friday)			
	Level III - Requires that daily and weekly agreement mandates be performed together once weekly	N/A		
44	b. Periodic Interior Building Maintenance			
	Weekly *	N/A		
	Monthly *	N/A		
	Gymnasium Building			
45	c. Gymnasium Floor *	N/A		
	d. Shower & Locker Rooms Maint. **	N/A		
	e. Weight Room	N/A		
46	29. Inspect/Replace Exterior Security Lights* (Once per month))	12	<u>\$6.00</u>	<u>\$72.00</u>
47	30. Hose Off Exterior of Building and Adjacent Plants	N/A		

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

***Shower/locker rooms shall be thoroughly cleaned using appropriate steps identified in restroom maintenance procedures.

FACILITY: TWO STRIKE COUNTY PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
GROUP IV (continued)				
48	31. a. Clean Interior and Exterior Storage and Maintenance Rooms * (Once per week)	52	<u>\$6.00</u>	<u>\$312.00</u>
	b. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	52	<u>\$2.00</u>	<u>\$104.00</u>
49	32. Daily Restroom Maintenance			
	a. Interior Restrooms *			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
	b. Comfort Stations *			
	First cleaning performed prior to 8:00am	364	<u>\$8.00</u>	<u>\$2,912.00</u>
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	<u>\$8.00</u>	<u>\$2,912.00</u>
	c. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	<u>\$1.00</u>	<u>\$364.00</u>
50	33. Weekly Restroom Maintenance			
	a. Interior Restrooms *	N/A		
	b. Comfort Stations *	52	<u>\$5.00</u>	<u>\$260.00</u>
51	34. Monthly Restroom Maintenance			
	a. Interior Restrooms*	N/A		
	b. Comfort Stations*	12	<u>\$5.00</u>	<u>\$60.00</u>
52	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	364	<u>\$2.00</u>	<u>\$728.00</u>
53	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	364	<u>\$2.00</u>	<u>\$728.00</u>
Group IV Total On-Going costs Per Year				<u>\$8,452.00</u>
GROUP V				
54	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides * (Once every month, March through November, Inclusive)	9	<u>\$172.00</u>	<u>\$1548.00</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides* (Once per month)	12	<u>\$354.00</u>	<u>\$4,248.00</u>
55	c. Broadleaf Control in Turf Areas* (Once annually as scheduled by Director)	N/A		
56	38. Algae and Aquatic Growth Control			
	a. Algae Control with Cutrine Plus (Once per month as required or directed)	N/A		
	b. Aquatic Weed Control (Twice annually as directed by the Director)	N/A		

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY:		Annual Frequency	Cost Per Frequency*	Annual Cost
GROUP V (continued)				
57	39. Group V - Site Inspection and Reporting a. Per Requirements	12	<u>\$8.00</u>	<u>\$96.00</u>
58	40. Group V - Management/Supervision a. Per Requirements	12	<u>\$8.00</u>	<u>\$96.00</u>
Group V Total On-Going Costs Per Year				<u>\$5,988.00</u>
GROUP VI				
59	41. Watering and Irrigation System Management a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	<u>\$3.00</u>	<u>\$1,092.00</u>
59	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	<u>\$3.00</u>	<u>\$156.00</u>
60	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	<u>\$162.00</u>	<u>\$8,424.00</u>
61	42. Group VI - Site Inspection and Reporting a. Per Requirements	364	<u>\$2.00</u>	<u>\$728.00</u>
62	43. Group VI - Management/Supervision a. Per Requirements	364	<u>\$2.00</u>	<u>\$728.00</u>
Group VI Total On-Going Costs Per Year				<u>\$11,128.00</u>
SEASONAL SPECIALTY TASKS				
63	44. Shrub and Tree Care/Pruning	N/A		
64	45. Cultivating <small>Tasks performed daily as indicated on the SOW</small>	N/A		
65	46. Renovation/Vertical Mowing	N/A		
66	47. Turf Reseeding/Restoration of Bare Areas	N/A		
67	48. Disease/Insect Control	N/A		
68	49. Plant Materials a. Replacement <small>Tasks performed as indicated on the SOW</small> b. Slope Bare Areas	N/A N/A		
Seasonal Specialty Tasks Total On-Going Costs Per Year				<u>N/A</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY:	TWO STRIKE COUNTY PARK	Annual Frequency	Cost Per Frequency*	Annual Cost
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ANNUAL COSTS

GROUP I \$3,010.00

GROUP II \$17,395.00

GROUP III \$9,020.00

GROUP IV \$8,452.00

GROUP V \$5,928.00

GROUP VI \$11,128.00

SEASONAL SPECIALTY TASKS N/A

TOTAL ANNUAL COSTS **\$54,993.00**

HOURS AND DAYS OF MAINTENANCE SERVICES

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

For the months of May through October, 6:00 a.m. to 2:30 p.m.

Appendix B, Exhibit 9b
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY:	Annual Frequency	Cost Per Frequency*	Annual Cost
PICKENS CANYON PARK			
2391 W. Foothill Boulevard			
La Crescenta, CA 91214			
GROUP I			
sow 17	1. Mowing		
	a. General Turf Areas (April thru Nov. once per week (35), December thru March, once every 2 weeks (6))	N/A	
	b. Specialized Areas	N/A	
18	2. Group I - Site Inspection and Reporting Per Requirements specified in Section 18 of SOW	N/A	
19	3. Group I - Management/Supervision Per requirements specified in Section 19 of SOW	N/A	
Group I Total On-Going Costs Per Year			<u>N/A</u>
GROUP II			
sow 20	4. Mechanical Edging		
	a. Turf Areas (Tasks performed with mowing services)	N/A	
	b. Ground Cover Areas (Once per month)	12	<u>\$17.00</u>
			<u>\$204.00</u>
21	5. Weed Removal in areas where it is impractical to use chemicals		
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	<u>\$37.00</u>
	b. Bare Areas (Once per month)	N/A	
	c. Undeveloped Areas (Once per month)	N/A	
22	6. Litter Control		
	a. Developed Areas (Daily)	364	<u>\$3.00</u>
	b. Undeveloped Areas (Once per week)	N/A	
23	7. Trash Containers		
	a. Empty Exterior Trash Containers (Daily)	364	<u>\$2.00</u>
			<u>\$728.00</u>
24	8. Trash Bin Removal From Site (Once per week)	N/A	
25	9. Raking		
	a. Turf Under Trees (Once per month)	N/A	
	b. Planter Beds and Planters (Once per week)	52	<u>\$12.00</u>
			<u>\$624.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY: PICKENS CANYON PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
GROUP II (continued)				
26	10. Pruning and Hedge Trimming			
	a. Tree Clearance (Once per month)	N/A		
	b. Shrub Pruning (Once per month)	12	<u>\$25.00</u>	<u>\$300.00</u>
	c. Hedge Shaping and Trimming (Once per month)	12	<u>\$22.00</u>	<u>\$264.00</u>
	d. Ground Cover Pruning (Once per month)	12	<u>\$19.00</u>	<u>\$228.00</u>
27	11. Sweeping			
	a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts, and Basketball Courts (Five times per week)	260	<u>\$3.00</u>	<u>\$780.00</u>
	b. Picnic Table Pads (Daily)	N/A		
	c. Picnic Shelters, Pavillions, Patios (Daily)	N/A		
28	12. Washing			
	a. Concrete Surfaces, Walks, Steps Per requirements specified in Section 29.1 of SOW. (Once per week)	N/A		
	b. Picnic Table Pads Per requirements specified in Section 29.2 of SOW. (Once per week)	N/A		
	c. Patio/Designated Areas Used for Food Service* Per requirements specified in Section 29.3 of SOW. (Once per week)	N/A		
	d. Outdoor Kitchen Per requirements specified in Section 29.3 of SOW. (Twice per week)	N/A		
29	13. Graffiti Eradication and Control			
	a. Exterior Per requirements specified in Section 30.1 of SOW. (Daily)	364	<u>\$2.00</u>	<u>\$728.00</u>
	b. Interior Per requirements specified in Section 30.1 of SOW (Five times per week)	N/A		
30	14. Sand/Woodchips Play Area/Playground Equipment			
	a. Inspect Playground Site/Equipment for Safety (Daily)	N/A		
	b. Maintain Sand/Woodchips Play Area(s) Tasks performed as specified in section 31 of SOW on a daily basis	N/A		
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	N/A		

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY:		PICKENS CANYON PARK	Annual Frequency	Cost Per Frequency*	Annual Cost
GROUP II (continued)					
SOW	31	15. Picnic Areas/Shelters			
		a. Daily Operations	N/A		
		b. Outdoor Kitchen	N/A		
		c. Weekly Operations	N/A		
	32	16. Drinking Fountains			
		a. Interior and Exterior Drinking Fountains (Daily)	N/A		
	33	17. Aerification			
		a. Per Specification - Section 33 (Three per year, April thru November, as directed by Director)	N/A		
	34	18. Fertilization			
		a. Per SOW Specification - Section 34 (Three per year, April thru November, as directed by Director)	N/A		
	35	19. Rodent Control			
		a. Per Specification - Section 35.1 (Monthly)	12	<u>\$3.00</u>	<u>\$36.00</u>
		b. Per Specification - Section 35.2 (Tasks performed prior to each mowing operation)	N/A		
	36	20. Swales and Drains			
		a. Per Specification - Section 36 (Once per month)	12	<u>\$5.00</u>	<u>\$60.00</u>
	37	21. Service Yards and Storage Areas			
		a. Per Specification - Section 37 (Monthly)	N/A		
	73.3	22. Dog Waste Stations (Daily, prior to 7.00am)	N/A		
	38	23. Group II - Site Inspection and Reporting Per Requirements specified in Section 38 of SOW	364	<u>\$1.00</u>	<u>\$364.00</u>
	39	24. Group II - Management/Supervision Per Requirements specified in Section 39 of SOW	364	<u>\$1.00</u>	<u>\$364.00</u>
Group II Total On-Going Costs Per Year					<u>\$7,696.00</u>
GROUP III					
SOW	40	25. Sports Field Maintenance			
		a. Ballfield Preparation for each Diamond Per Recreation Schedule (As directed each diamond)	N/A		
		b. Periodic Preparations for each Diamond (Once per month each diamond)	N/A		

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY: PICKENS CANYON PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
GROUP III (continued)				
	c. Detailing Sports Field Areas (Once every week each diamond)	N/A		
	d. Horseshoe Pit Maintenance	N/A		
41	26. Group III - Site Inspection and Reporting a. Per Requirements	N/A		
42	27. Group III - Management/Supervision a. Group III Management/Supervision	N/A		
Group III Total On-Going Costs Per Year				<u>N/A</u>
GROUP IV				
sow	28. Building Maintenance			
43	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions (Tasks performed Daily)	N/A		
	Level II - Requires full agreement mandates (Three time per week: Monday, Wednesday, Friday)	N/A		
	Level III - Requires that daily and weekly agreement mandates be performed together once weekly	N/A		
44	b. Periodic Interior Building Maintenance			
	Weekly	N/A		
	Monthly	N/A		
	Gymnasium Building			
45	c. Gymnasium Floor	N/A		
	d. Shower & Locker Rooms Maint.**	N/A		
	e. Weight Room	N/A		
46	29. Inspect/Replace Exterior Security Lights (Once per month)	N/A		
47	30. Hose Off Exterior of Building and Adjacent Plants	N/A		

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

**Shower/locker rooms shall be thoroughly cleaned using appropriate steps identified in restroom maintenance procedures.

FACILITY: PICKENS CANYON PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
sow	GROUP IV (continued)			
48	31. Clean Interior and Exterior Storage and Maintenance Rooms (Once per week)	N/A		
49	32. Daily Restroom Maintenance			
	a. Interior Restrooms			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
	b. Comfort Stations			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
50	33. Weekly Restroom Maintenance			
	a. Interior Restrooms	N/A		
	b. Comfort Stations	N/A		
51	34. Monthly Restroom Maintenance			
	a. Interior Restrooms	N/A		
	b. Comfort Stations	N/A		
52	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	N/A		
53	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	N/A		
Group IV Total On-Going costs Per Year				<u>N/A</u>
sow	GROUP V			
54	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides (Once every month, March through November, Inclusive)	N/A		
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once per month)	12	<u>\$118.00</u>	<u>\$1,416.00</u>
55	c. Broadleaf Control in Turf Areas (Once annually as scheduled by Director)	N/A		
56	38. Algae and Aquatic Growth Control			
	a. Algae Control with Cutrine Plus (Once per month as required or directed)	N/A		
	b. Aquatic Weed Control (Twice annually as directed by the Director)	N/A		

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

FACILITY: PICKENS CANYON PARK		Annual Frequency	Cost Per Frequency*	Annual Cost
sow GROUP V (continued)				
57	39. Group V - Site Inspection and Reporting a. Per Requirements	12	<u>\$4.00</u>	<u>\$48.00</u>
58	40. Group V - Management/Supervision a. Group V Management/Supervision	12	<u>\$4.00</u>	<u>\$48.00</u>
Group V Total On-Going Costs Per Year				<u>\$1,512.00</u>
sow GROUP VI				
59	41. Watering and Irrigation System Management a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	<u>\$8.00</u>	<u>\$2,912.00</u>
59	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	<u>\$26.00</u>	<u>\$1,352.00</u>
60	c. Test System for Operability, Ongoing Repair of System Components & Response to Intermittent Malfunctions (Once a week)	52	<u>\$29.00</u>	<u>\$1,508.00</u>
61	42. Group VI - Site Inspection and Reporting a. Per Requirements	364	<u>\$1.00</u>	<u>\$364.00</u>
62	43. Group VI - Management/Supervision a. Group VI Management/Supervision	364	<u>\$1.00</u>	<u>\$364.00</u>
Group VI Total On-Going Costs Per Year				<u>\$6,500.00</u>
sow SEASONAL SPECIALTY TASKS				
63	44. Shrub and Tree Care/Pruning	N/A		
64	45. Cultivating <small>Tasks performed daily as indicated on the SOW</small>	N/A		
65	46. Renovation/Vertical Mowing	N/A		
66	47. Turf Reseeding/Restoration of Bare Areas	N/A		
67	48. Disease/Insect Control	N/A		
68	49. Plant Materials a. Replacement <small>Tasks performed as indicated on the SOW</small> b. Slope Bare Areas	N/A		
Seasonal Specialty Tasks Total On-Going Costs Per Year				<u>N/A</u>
*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.				

FACILITY:	PICKENS CANYON PARK	Annual Frequency	Cost Per Frequency*	Annual Cost
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ANNUAL COSTS

<i>GROUP I</i>	N/A
<i>GROUP II</i>	\$7,696.00
<i>GROUP III</i>	N/A
<i>GROUP IV</i>	N/A
<i>GROUP V</i>	\$1,512.00
<i>GROUP VI</i>	\$6,500.00
<i>SEASONAL SPECIALTY TASKS</i>	N/A
<i>TOTAL ANNUAL COSTS</i>	\$15,708.00

HOURS AND DAYS OF MAINTENANCE SERVICES

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

For the months of May through October, 6:00 a.m. to 2:30 p.m.

Exhibit C

SECTION D

Proposer's Quality Control and Green Initiatives Plan

All aspects of landscape maintenance and irrigation are monitored to ensure compliance with the Contract as stated in the Statement of Work, Exhibit B. The quality control plan which will be implemented by our company will include an annual maintenance task schedule. The items on the task schedule will be reviewed by the Account Manager who will review it with the Foreman and Gardeners on site. The Account Manager will be assigned to inspect the properties a minimum of two (2) times per week. A landscape job-walk will be scheduled one (1) time each month to develop a landscape punch list for our crews.

A written landscape punch list report will document all monitoring results. A copy of this punch list report will be mailed to the contract monitor and will also be given to our Account Manager and Foreman so our crews can address and implement the punch list items into their daily work routine. The Account Manager and Foreman will inspect these punch list items to ensure the work was completed and done properly.

Lorenzo Gomez, Account Manager, will be responsible for the overall management of the landscape maintenance operations. Mr. Gomez has extensive landscape field experience and has been employed with our company for over 34 years. A landscape maintenance foreman will also be assigned to oversee and supervise the day to day landscape maintenance work of our crews.

Yadira Alonso, Customer Service Manager, receives and manages all our service calls from our clients. A work order is written and distributed to our Account Manager, and Foreman. Once the work has been completed by our crews, our Account Manager inspects the work to make sure it was completed properly and in a professional manner. Our Customer Service Manager follows up with our clients to inform them that the work they requested has been completed and to make sure they are satisfied with the job performed.

Inspection records will include our written monthly landscape punch list reports which will be provided to the County Monitor. These records will be kept at our office for review should other County personnel wish to review.

Fleet Management Software (GPS Trackit) – Our company fleet of vehicles are equipped with a GPS tracker. The GPS tracker allows our company to see real time location of each vehicle. Our Account Manager will also receive email alerts when our vehicles travel outside a designated Geo-Fence, when a vehicle is moving, if a vehicle has stopped, rapid speeds, idling and the routes driven by each Foreman during their working hours.

The GPS tracking software provides real-time data that can be used to improve driver accountability and minimizing the risk compromised by an unsafe driver. GPS Trackit monitors and improves driver performance, yielding a better experience for our clients and allow better route planning.

Crew Time Tracking

Employee Time Tracking – All employees clock in and out using software by *ExakTime*. The software is web-based that connects securely to the cloud with GPS timestamps. The app is an employee-friendly time clock app that turns mobile (phones or tablets) devices into a workforce management tool that tracks employee time and collects essential data. To access the clock in/out feature, a private four-digit PIN is provided to each employee. For extra verification a photo taken by the system confirms the identities of each worker as he or she clocks in or out. Some of the benefits of the software are tracking by the person and it lets Account Managers track crews' hours and job costing. Also, employee GPS tracking shows the locations of workers at clock-in and clock-out.

Proposers Ability to Respond and Provide Back-up Staff and Equipment in Emergencies

Our service yards are located in Van Nuys, Simi Valley, Ventura, Lancaster, Bellflower and Garden Grove which will enable our company to respond at a moments notice for all emergency situations. Our Van Nuys location is nearby the site locations and will be able to provide access for our company's back up crews and fleet of trucks and equipment. Our company currently has a fleet of over 75 vehicles and over \$2,000,000.00 in equipment inventory.



Parkwood

FIELD DEFICIENCY REPORT

Date: _____

Reported to: _____

Job: _____

Location: _____

Deficiency to Report: _____

Reported by: _____

Monthly Landscape Inspection Report

Location:			Month:	Date:
			Acceptable	Not Acceptable
<input type="checkbox"/> Weeds	<input type="checkbox"/> Trash/Debris	<input type="checkbox"/> Rodents	<input type="checkbox"/> Insects/Diseases	<input type="checkbox"/> Shrubs/Vines
<input type="checkbox"/> Trees	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Groundcover	<input type="checkbox"/> Turf	<input type="checkbox"/> Fertilizer
<input type="checkbox"/> Enclosures	<input type="checkbox"/> Annual Color	<input type="checkbox"/> Trash Cans	<input type="checkbox"/> Lighting	<input type="checkbox"/> Detention Basins
<input type="checkbox"/> "V" Ditches	<input type="checkbox"/> Stamped Concrete/Parking Lots	<input type="checkbox"/> Drinking & Ornamental Fountains	<input type="checkbox"/> Security	<input type="checkbox"/> Pet Stations
<input type="checkbox"/> Vision/Trip/Slips Hazards	<input type="checkbox"/> Silt Run-off	<input type="checkbox"/> Private Trimmings	<input type="checkbox"/> Tree Staking	<input type="checkbox"/> C/G Weeds & Debris
Notes:				

Location:			Month:	Date:
			Acceptable	Not Acceptable
<input type="checkbox"/> Weeds	<input type="checkbox"/> Trash/Debris	<input type="checkbox"/> Rodents	<input type="checkbox"/> Insects/Diseases	<input type="checkbox"/> Shrubs/Vines
<input type="checkbox"/> Trees	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Groundcover	<input type="checkbox"/> Turf	<input type="checkbox"/> Fertilizer
<input type="checkbox"/> Enclosures	<input type="checkbox"/> Annual Color	<input type="checkbox"/> Trash Cans	<input type="checkbox"/> Lighting	<input type="checkbox"/> Detention Basins
<input type="checkbox"/> "V" Ditches	<input type="checkbox"/> Stamped Concrete/Parking Lots	<input type="checkbox"/> Drinking & Ornamental Fountains	<input type="checkbox"/> Security	<input type="checkbox"/> Pet Stations
<input type="checkbox"/> Vision/Trip/Slips Hazards	<input type="checkbox"/> Silt Run-off	<input type="checkbox"/> Private Trimmings	<input type="checkbox"/> Tree Staking	<input type="checkbox"/> C/G Weeds & Debris
Notes:				

TASK SCHEDULE

ALTADENA PARKS -ALTADENA TRIANGLE

TASK FREQUENCY LIST - JANUARY

FREQUENCY	TASK	DESCRIPTION	S	M	T	W	T	F	S
1X / 2 Weeks	Mowing (Dec. - March)	Mowing operation shall be performed in a workmanlike manner without scalping or allowing excessive cuttings to remain. Turf shall be mowed with a reel - type mower and configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel. Mowing height shall be no less than 3/4" and may be set as high as 4" with normalcy based upon turf species and site conditions. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.		X				X	
Weekly	Weed Removal	All grass like type weeds, morning glory or vine weed types, ragweed or other underground spreading weeds shall be kept under strict control. Remove or control weeds from abed, planters, walkways, trail diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints. Weeds treated using a weed chemical shall be left in place for (7) days if not killed, additional application shall be made. After complete kill, remove all dead weeds from areas. Spot treat with an herbicide. In areas where it is impractical to use chemicals. No water shall be applied treated areas (48) hours after each application		X					
Monthly (Week 4)	Weed Removal	Bare Areas		X					
Monthly (Week 4)	Weed Removal	Undeveloped Areas		X					
Daily	Litter Control	Developed - Turf beds, planters, walkways, hard courts areas, play areas, arenas, picnic pavilions, stadium areas, sand areas, patios, drainage areas, areas on slopes from toe or top of slope to (10) feet up or down the slope adjacent to developed areas, roadways, parking lots, service yards, and lakes and streams. Must be completed by 10:00 a.m	X		X	X	X	X	X
Daily	Empty Exterior trash cans	Remove all necessary trash bins and off - site removal of all trash and accumulated debris to an approved disposal site.	X		X	X	X	X	X

FREQUENCY	TASK	DESCRIPTION	S	M	T	W	T	F	S
Weekly	Trash Bin Removal	Remove trash bin contents from Site			X				
Monthly (Week 3)	Raking	Remove accumulated leaves from beds, planters and turf areas under trees and all other landscape areas.			X				
Monthly (Week 3)	Raking	Turf under trees		X					
Weekly	Raking	Planter beds and Planters				X			
Monthly(Week 1)	Pruning and Hedge trimming	Tree Clearance			X				
Monthly(Week 1)	Pruning and Hedge trimming	Shrub Pruning			X				
Monthly(Week 1)	Pruning and Hedge trimming	Ground cover			X				
Daily	Graffiti - Exterior	All exterior wall surfaces, park signs and park fountains, wooden bridges and play structures, picnic pavilions, patios, tables and slabs, restroom and comfort stations- all exterior wall window and door surfaces, County Service Yard & buildings, concrete and block walls, concrete walks throughout the park, curbs in parking lots and on streets and drives, trash barrels, doors, other surfaces within park.	X	X	X	X	X	X	X
Weekly	Rodent Control	All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system	X						
Monthly (Week 2)	Chemical Application	Beds and planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play areas, Patios, Walkway, Curb and Gutter Expansion Joints, Roadways, Stream Beds - apply systemic herbicides					X		
Daily	Irrigation/Watering	Valve Box Integrity - replace cover and check for safety & security	X	X	X	X	X	X	X
Weekly	Irrigation/Watering	Inspect, Operate, Control and make adjustments					X		
Weekly	Irrigation/Watering	Repair, replace, relocate sprinkler heads					X	X	



Parkwood

**Authorization for Work
No. 40276**

Lic. No. 685864

16443 Hart Street

Van Nuys, Ca 91408

Ph: 818/988-9677

Fax: 818/988-4934

Date: _____

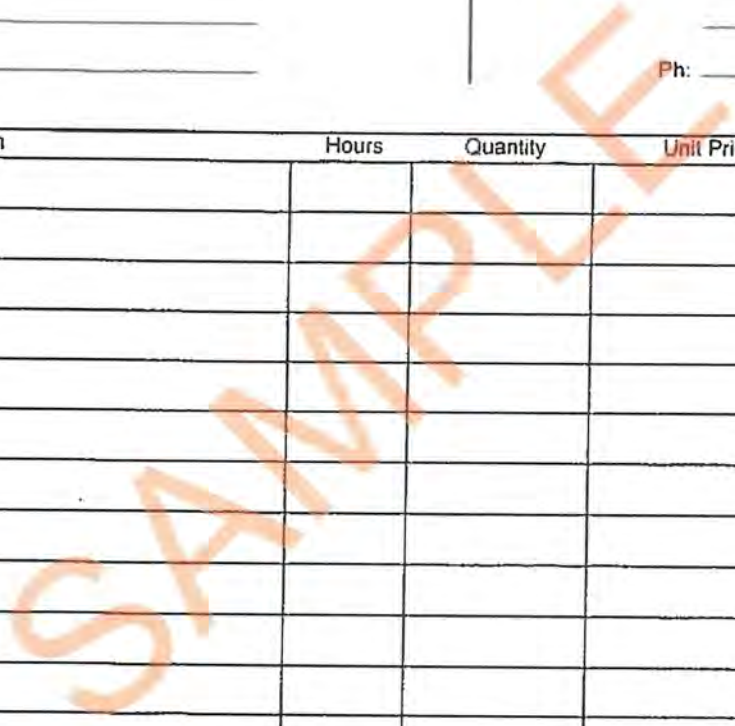
Job

Job Name: _____
 Job Number: _____
 Description of Work: _____
 Location of Work: _____
 Terms Offered: _____

Bill To:

Name: _____
 Address: _____

 Ph: _____



Description	Hours	Quantity	Unit Price	Amount
Total Amount				

Note: This estimate is good for 60 days from the date shown above.

Instructions to Contractor or Owner: This proposal properly signed by your agent has been accepted as authorization to perform the work and you accept the above prices, specifications, and conditions as stated. All work shall be performed in a professional manner according to industry standards. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above this estimate.

Parkwood Representative Date 46 Owner or Agent Approval Date

Client Communication

Maintaining an open line of communication with our customers is very important and has contributed to the success of Parkwood Landscape Maintenance, Inc. Customers can easily contact our office by phone or email for any landscape service requests they may have. A communication flow chart is outlined below:



Our Account Managers are furnished with Smart Phones and iPads so they may communicate with our office and customers more efficiently and at a moments notice. Both the Smart Phones and iPads have cameras so our Account Managers may take photographs out in the field to better communicate with our clients on field situations.



Fleet Management

1. b) Employees are provided a private PIN that is solely for their use and clock in on either a their cell phone or tablet that is provided by Parkwood. The tablet is WI-FI and data enabled so that they can access our clock in software ExakTime. The software recognizes their location and alerts our office payroll manager if they are outside of the specified range.
1. c) A daily clock in to ExakTime is submitted by the employees. The records are reviewed by the Account Manager and Payroll Manager. We check the records for start time, end time and lunch hour and we also make sure the electronic clock in/out has the employee picture, which indicates that it was the correct employee clocking in with their private PIN. The records are used to enter time into our payroll database
1. d) Not applicable.
1. e) Account Managers check on the employees on a daily basis to make sure they take two 10 minute breaks. Lunch breaks are documented on time sheets. It is our strict policy that ALL employees take the necessary breaks including bathroom breaks. No documentation is created for 15 minute breaks, only for lunch breaks.
2. a) Employees are paid with a payroll check or direct deposit to their bank accounts. If an employee works overtime he is paid on the same check but on the stub it indicates how many hours are straight and OT. The check stub shows all tax deductions, how many hours worked, pay rate, last four digits of SS#.
 - o See attached copy of Payroll Check and Check Stub
2. b) Not Applicable – Parkwood Landscape uses an automated system
2. c) When the payroll manager receives the electronic clock in review (source document) the hours are entered into the payroll database (Quickbooks). Two days before the scheduled payroll all hours and wages are reviewed by the manager and a report is printed detailing the hours entered. If an employee is missing hours, the payroll manager will double check the hours and confirm with the Account Manager that the employee was absent that day. If an employee has multiple rates (i.e., Living Wage rate, overtime) the payroll manager selects the appropriate rate and the wage is pre-determined from the embedded information. The hourly wages are embedded into the software and the system calculates the wages with the amount of hours entered. Once all changes/corrections have been made, the payroll manager will print the payroll checks and again will make sure all hours and wages are correct.
2. d) All drivers shall report to the job site at the start of their work shift. All drivers will return vehicles to the job site at the end of their eight (8) hour work shift. Drive time will be paid at the living wage rate when traveling from county job to county job including non county jobs.

- 1) When an employee travels from a county contract to a non county contract they will be paid at the County wage for their travel time.
 - 2) When an employee travels from a County contract to a County contract they will be paid their county living wage for their travel time.
- 2 e) All full time, regular employees are required to work a full eight (8) hour day at their designated job site(s) to receive overtime. If the employee has multiple wages the higher rate will be used to calculate their overtime.

Green Waste Initiative

Parkwood Landscape Maintenance, Inc. intends to use recyclable mowers for our crew operators in order to reduce green waste and provide nutrients to the turf grass. The grass clippings will be mulched into fine clippings and remain on the turf where it will decompose and provide nitrogen nutrients to the lawn areas. Additionally, we will reduce the labor requirements since the grass clippings will not be required to be picked-up, bagged and hauled away. Our company will dedicate a brush chipper to grind all tree and shrub branches to provide wood chip mulch. The wood chip mulch will be stored on-site and spread out into the landscape at approved designated areas. This mulch will retain moisture in the soil, reduce irrigation requirements and help control weed growth. Additionally, the wood chip mulch improve the overall aesthetics of the landscape through it's decorative qualities.

Our company's Green Waste Management Plan is performed in-house. Our company has the ability to manage all pick up and delivery of our company trash bins and green waste management. Our company intends to have one (1) 40 cubic yard dumpster which will be stored on-site that will solely be used for green waste material. Our waste management company will convert this green waste into compost which will be then utilized in the landscape as organic soil amendments. One (1) - 4 cubic yard dumpster will be provide for our crew members to dump all non-green waste debris. Both containers will be picked up weekly or as needed.

Peterbilt Roll-off Truck



40 yd. Dumpster Bin



40 yd. Dumpster Bin



EXHIBIT D

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Robert Horio

Title: Regional Grounds Maintenance Supervisor

Address: 31320 North Castaic Road, Castaic CA 91384

Telephone: 661-257-6523 Facsimile: 661-295-0320

E-Mail Address: rhorio@parks.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Steve Dennis

Title: ARGMS

Address: 13000 Sayre St
Sylmar, CA 91342

Telephone: 818 364 9325 Facsimile: 661 295 0920

E-Mail Address: sdennis@parks.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Danny Gonzalez

Title: Landscape Contract Monitor

Address: 13000 Sayre Street, Sylmar California 91342

Telephone: 818-364-9325 Facsimile: 661-295-0920

E-Mail Address: dgonzalez@parks.lacounty.gov

**EXHIBIT E
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: Parkwood Landscape Maintenance, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: Fidel Gomez
Title: Account Manager
Address: 16443 Hart Street
Van Nuys, CA 91406
Telephone: 818-988-9697
Facsimile: 818-988-4934
E-Mail Address: fgomez@parkwoodlandscape.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: David Melito
Title: President
Address: 16443 Hart Street
Van Nuys, CA 91406
Telephone: 818-988-9697
Facsimile: 818-988-4934
E-Mail Address: dmelito@parkwoodlandscape.com

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: David Melito
Title: President
Address: 16443 Hart Street
Van Nuys, CA 91406
Telephone: 818-988-9697
Facsimile: 818-988-4934
E-Mail Address: dmelito@parkwoodlandscape.com

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Parkwood Landscape Maintenance, Inc. Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 7 / 7 / 2023

PRINTED NAME: David L. Melito

POSITION: President

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



EXHIBIT G

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the
Service, Building or Work Site
_____ day of _____, and ending the _____ day of
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

Smoking Ban Ordinance

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and
2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

EXHIBIT J

Site Maps

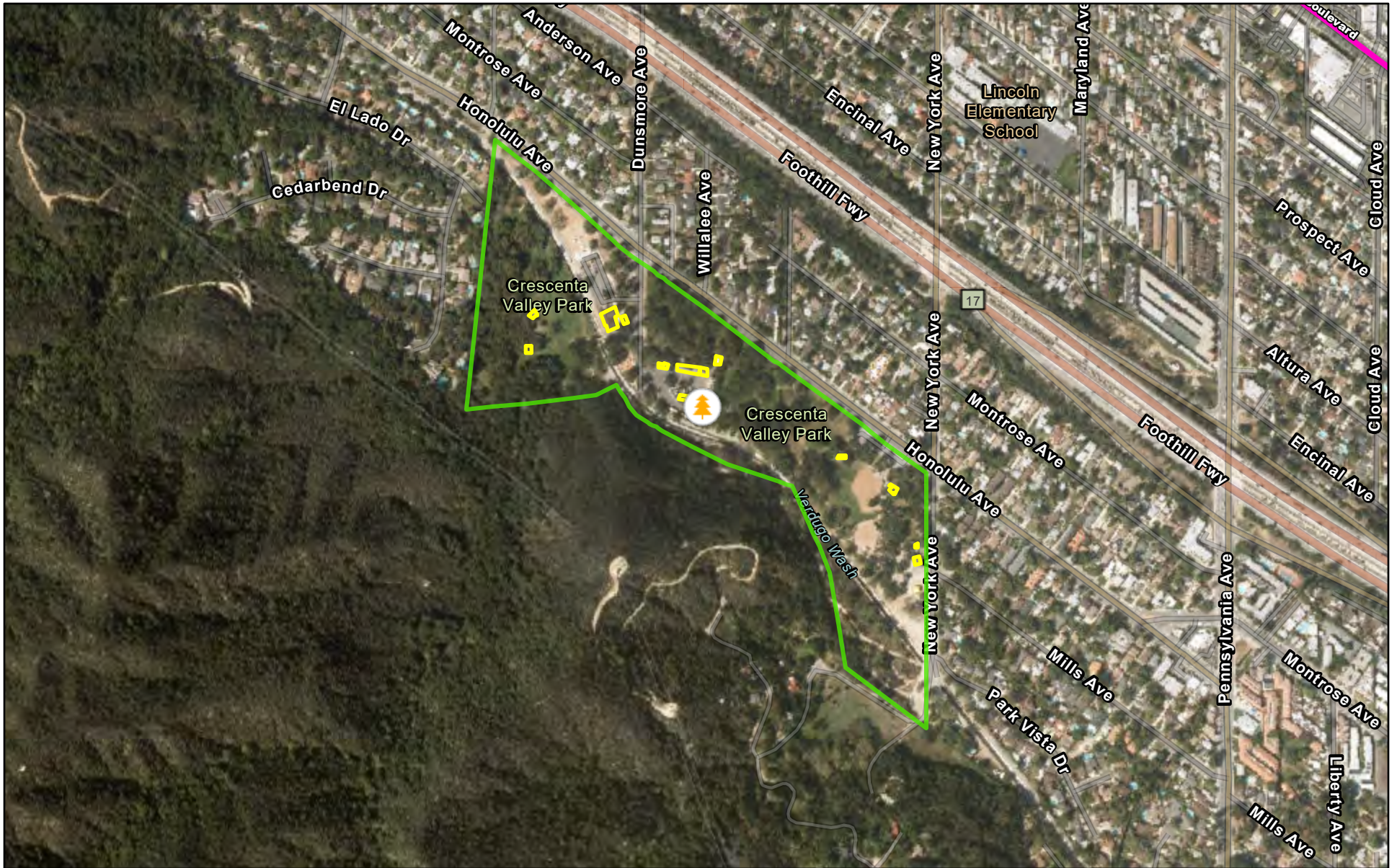
Site Maps

Crescenta Valley Community Regional Park

Two Strike Park

Pickens Canyon Park

Crescenta Valley Community Regional Park



2/3/2023, 1:37:42 PM

DPR Parks (Points)



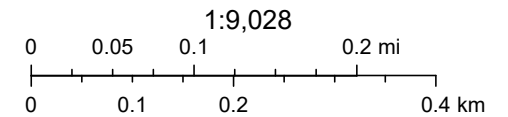
North

DPR Park Buildings

DPW Existing Bikeways

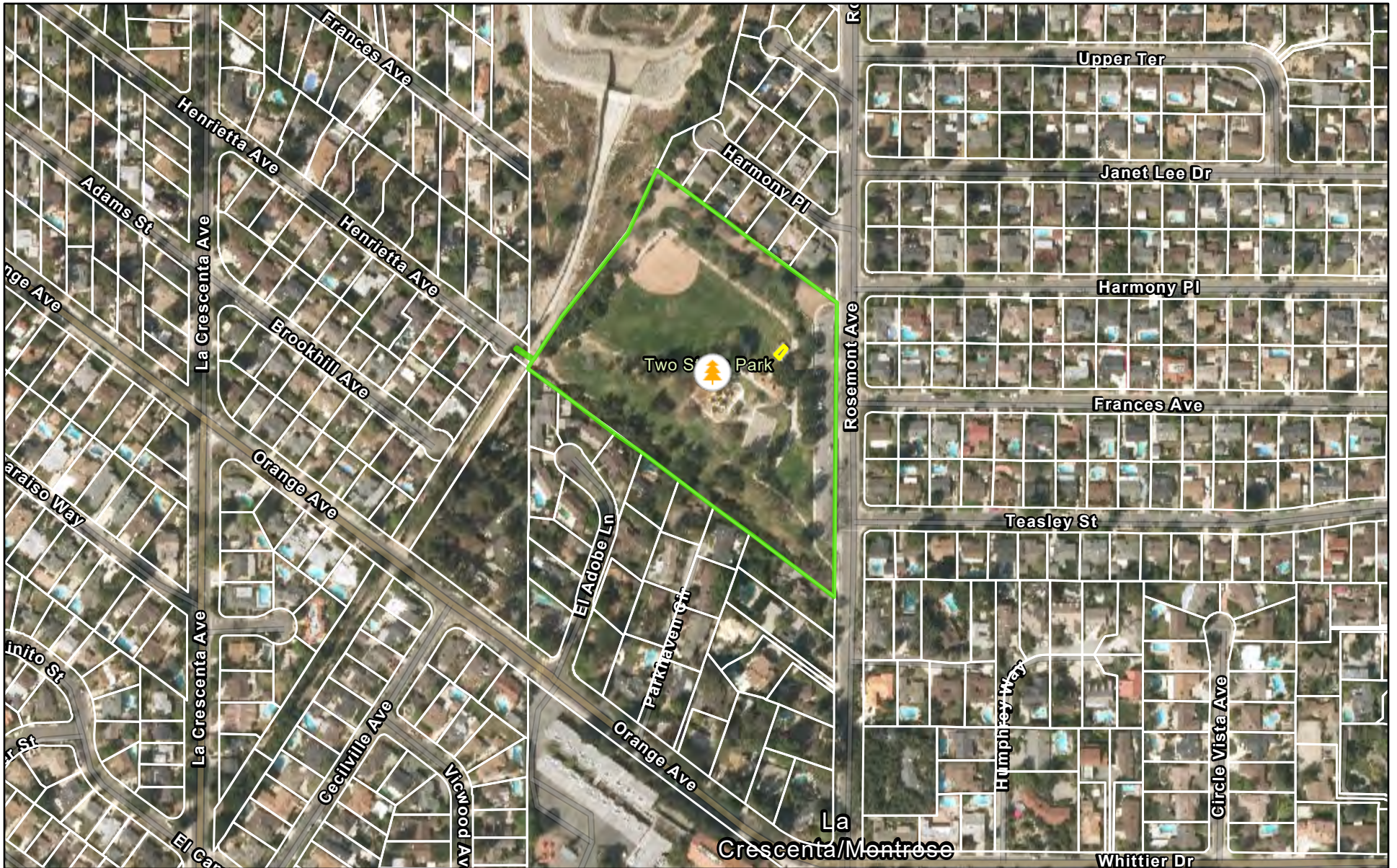
Bike Lane

DPR Park Facilities View - County Parks (Outline)



LA County, LARIAC, Eagle Aerial

Two Strike Park



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DPR Parks (Points)



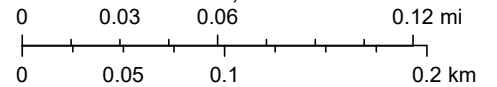
North

DPR Park Buildings

DPR Park Facilities View - County Parks (Outline)

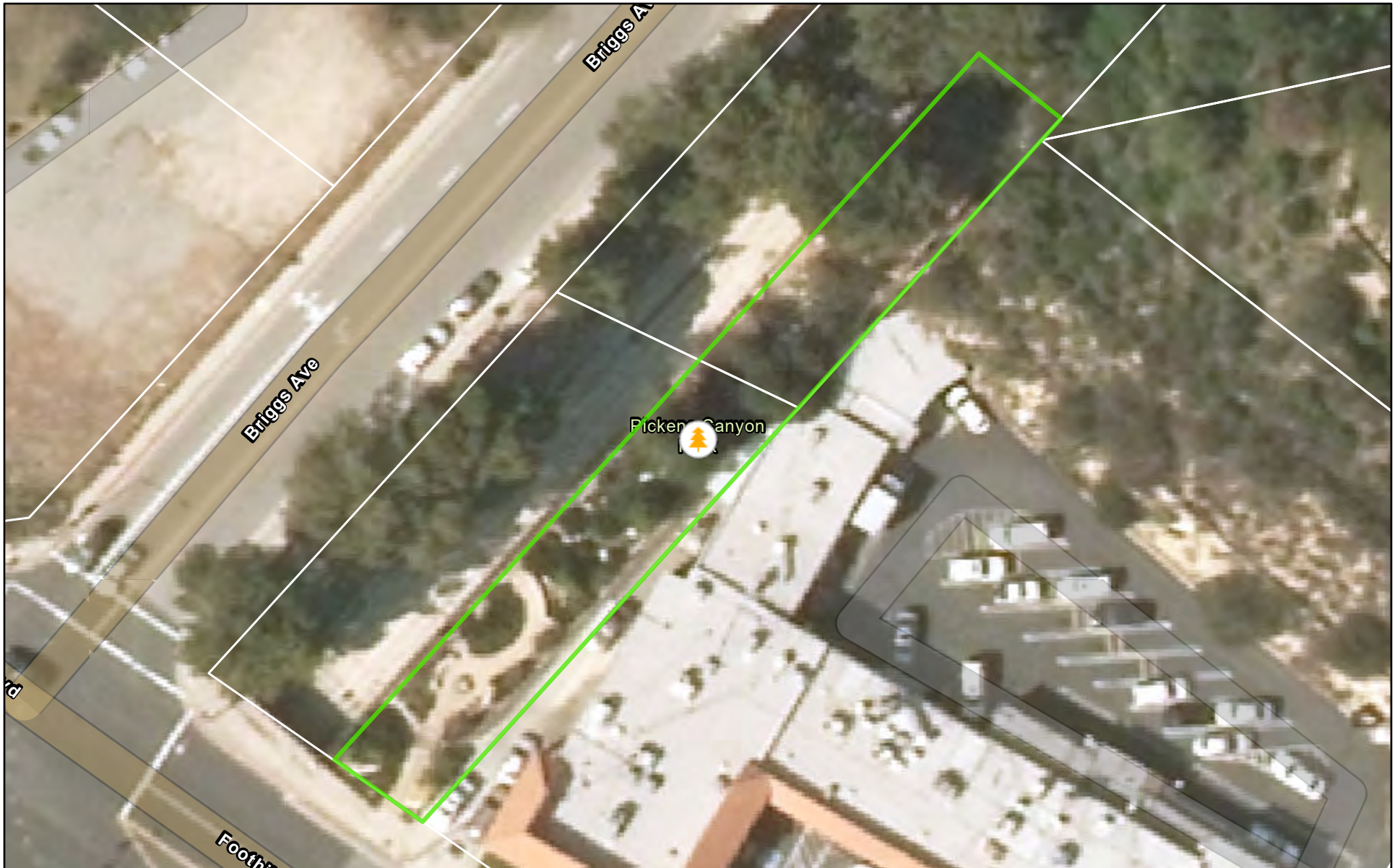
2021 Supervisorial Districts (Black)

1:4,514



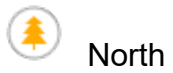
LA County, LARIAC, Eagle Aerial

Pickens Canyon Park




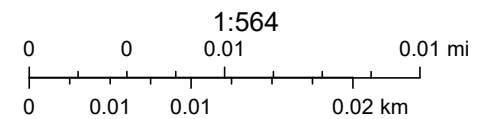
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DPR Parks (Points)  DPR Park Facilities View - County Parks (Outline)



North

 2021 Supervisorial Districts (Black)



LA County, LARIAC, Eagle Aerial



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

RICH MEIER'S LANDSCAPING, INC.

FOR

**PARK MAINTENANCE SERVICES AT
EL CARISO COMMUNITY REGIONAL PARK**

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing and Billing Schedule and Performance Frequencies
- C** Contractor's Quality Control and Green Initiatives Plan
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Smoking Ban Ordinance
- J** Facility Site Maps

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
RICH MEIER’S LANDSCAPING, INC.
FOR
PARK MAINTENANCE SERVICES**

This Contract (“Contract”) made and entered into this ____ day of _____, 2023, by and between the County of Los Angeles, hereinafter referred to as County and Rich Meier’s Landscaping, Inc., hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County may contract with private businesses for Park Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Park Maintenance Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Park Maintenance Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A through J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing and Billing Schedule and Performance Frequencies
Exhibit C	Contractor's Quality Control and Green Initiatives Plan
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Smoking Ban Ordinance
Exhibit J	Facility Site Maps

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.4 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County Project Manager:** Person designated by Director with authority to manage the operations under this contract, or his/her authorized representative.
- 2.1.6 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.8 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.1.9 **Director:** Director of the Department of Parks and Recreation, including those delegated to exercise authority on behalf of the Director.
- 2.1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.11 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.1.12 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.13 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.14 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing **December 1, 2023**, after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or his/her designee, as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

The Contractor must notify Parks and Recreation when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Parks and Recreation at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of park maintenance services. Said sum shall comply with Exhibit B, Pricing and Billing Schedule and Performance Frequencies

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Parks and Recreation at the address herein provided in Exhibit D, County's Administration.

5.4 No Payment for Services Provided Following Expiration - Termination of Contract

The Contractor will have no claim against 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and Attachments, and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B, Pricing and Billing Schedule and Performance Frequencies, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B, Pricing and Billing Schedule and Performance Frequencies.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A, Statement of Work and Attachments, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Said invoices shall include all required certifications and reports as provided for in this Contract, including but not limited to:

- **Prop A - Living Wage Program as identified in Section 9, County's Living Wage Program**
- **Exhibit H - Payroll Statement of Compliance**
- **Exhibit A, Statement of Work, Section 3, Certifications/Reports**

No invoice will be approved for payment unless all required certifications and reports are included along with the invoices.

5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

Department of Parks and Recreation
North County Community Services Agency
31320 Castaic Road, Castaic, CA 91384-3900

Attention: Regional Grounds Maintenance Supervisor

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

If the County elects, in its sole determination, to exercise the option years, and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D, County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by

County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F, Contractor Acknowledgement and Confidentiality Agreement.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

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

8.1.1 A Change Notice shall be prepared and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper park maintenance services of the area, and which affect the Contractor's service requirements set forth in Exhibit A, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).

8.1.2 For any change which affects any other term or condition included in his Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.6 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To

implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation

under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1** Within ten (10) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions

required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will 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.

8.8.2.2 For purposes of this paragraph, "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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will

have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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 will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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 contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if

warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, 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.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative 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. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of

debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 Exhibit G, 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. Information and posters for printing are

available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, Amendments and Change Notices, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3** In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment

benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A9 West, 2ND Floor
Alhambra, CA 91803

Attention: Contracts and Procurement Division

- 8.24.2.6** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County Indemnitees) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor’s Insurance Must Be Primary

Contractor’s insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)’ rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor’s own policies or must provide County with each subcontractor’s separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as additional insureds on the subcontractor’s General Liability policy. Contractor must obtain County’s prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor’s policies will not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is

an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The

parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A, Statement of Work and Attachments, hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the contractor's prices decline or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

- 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.
- 8.28.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws

or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or designee, will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law, of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D, County's Administration, and E, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or his/her designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38, Record Retention and Inspection-Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37, Publicity, will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor

Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the contractor's compliance with the County's Living Wage Program, that the contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the contractor's non-County contracts. The contractor further acknowledges that the foregoing requirement in this paragraph relative to contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards,

sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' 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 on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A9 West, 2ND Floor
Alhambra, CA 91803

Attention: Contracts and Procurement Division

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43, Termination for Default, and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

- 8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:
 - 8.42.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2** Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1** The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1** Contractor has materially breached this Contract; or
 - 8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its 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 limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, 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 fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43, Termination for Default, it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43, Termination for Default, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43, Termination for Default, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the 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 the 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, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code.

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor;
or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45, Termination for Insolvency, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be

grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Integrated Pest Management (IPM) Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.55 can be found at: www.lacountyipm.org.

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

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

8.55.3.1 The potential for pesticide-related surface water toxicity;

8.55.3.2 Proper use, handling, and disposal of pesticides;

8.55.3.3 Least toxic methods of pest prevention and control, including IPM; and

8.55.3.4 Reduction of pesticide use.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Contractor must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

8.55.4.1 Product trade name

8.55.4.2 Active ingredient(s)

8.55.4.3 EPA Registration Number

8.55.4.4 Total amount used

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

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County

solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 COVID-19 Vaccinations of County Contractor Personnel

8.60.1 At Contractor's sole cost, Contractor must comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\) of County Code](#) Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.60.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that

includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.60.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F2 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS - COUNTY

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "contractor" includes any subcontractor engaged by the contractor to perform services for the County under the Contract. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the contractor under the laws of California, and who is providing full-time or part-time services to the contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (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 thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the contractor is required to pay a living wage when the Contract commences, the contractor must continue to pay a living wage for the entire term of the Contract, including any option period.

9.1.2.4 If the contractor is not required to pay a living wage when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The contractor must

immediately notify the County if the contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the contractor no longer qualifies for the exception to the Living Wage Program. In either event, the contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the contractor continues to qualify for the exception to the Living Wage Program. Unless the contractor satisfies this requirement within the time frame permitted by the County, the contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

9.1.2.5 For purposes of the contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the contractor pays the employee any amount for that time or if California law requires the contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the contractor pays the employee any amount for that time or if California law requires the contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or 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, the contractor must promptly provide such information. The contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor’s Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the contractor becomes aware of any labor law-payroll violation 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 must immediately inform the County of any pertinent facts known by the contractor regarding 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 operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours’ written notice, the County may audit, at the contractor’s place of business, any of the contractor’s records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

9.1.7.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports

If the 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 will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

If the contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the contractor up to the full amount of any invoice that would otherwise be due, until the contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the 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 the 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 the contractor liquidated damages in the amount of one hundred dollars (\$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 the contractor.

3) Termination

The contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.7.2 Remedies for Payment of Less Than the Required Living Wage

If the contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding Payment

If the 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 the contractor the aggregate difference between the living wage amounts the 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 the 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.

2) Liquidated Damages

It is mutually understood and agreed that the 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 the contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the contractor liquidated damages of

fifty dollars (\$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 the contractor.

3) Termination

The contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.7.3 Debarment

In the event the contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of contractor Non-Responsibility and contractor Debarment.

9.1.8 Use of Full-Time Employees

The contractor must assign and use full-time employees of the contractor to provide services under the Contract unless the 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 the Contract. It is understood and agreed that the contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The contractor submitted with its proposal a full-time employee staffing plan. If the contractor changes its full-time employee staffing plan, the contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The contractor and/or its employees must 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 Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the contractor will 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, the contractor must demonstrate to the satisfaction of the County that the contractor is complying with this requirement.

9.1.11 Intentionally Omitted

9.1.12 Neutrality in Labor Relations

The contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the contractor’s employees, except that this restriction will 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 Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

10 UNIQUE TERMS AND CONDITIONS - DPR

10.1 Termination upon Transfer of Title, Maintenance Responsibility or Park Closure

Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close one or more of the facilities described in Section 2.0, "Facilities to be Maintained" of the Statement of Work, Exhibit A of this Contract (hereinafter, "Exhibit A, Section 2.0, Facilities to be Maintained").

10.1.1 In the event the County transfers title of the facilities described in Exhibit A, Section 2.0, Facilities to be Maintained, to a governmental agency (assignee), the County reserves the right to:

- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The

- County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
- b. Delete the transferred facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract.
- 10.1.2 In the event the County transfer's maintenance responsibility for all or a portion (s) of the facility(ies) described in Exhibit A, Section 2.0 Facilities to be Maintain, the County reserved the right to:
- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
 - b. Delete the transferred facility(ies) from the Contract or, provided there is consent by assignee, assign those portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the sum of the Contract pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract; or
 - c. Delete transferred portion(s) of the facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility(ies) pursuant to this provision from this Contract.
- 10.1.3 In the event the County closes one or more of the facilities described in Exhibit A, Section 2.0, Facilities to be Maintained, the County reserves the right to:
- a. Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or
 - b. Delete the facility (ies) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

10.2 Extraordinary Incidents, Acts of God, Third Party Negligence

Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence. By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

10.3 Right of Entry

In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract. If in the sole discretion or judgment of the Director, and in accordance with Subsection 8.26, Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

10.4 Compliance with the County's Smoking Ban Ordinance

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

11 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.6.2 (Compliance with Applicable Law)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.36 (Public Records Act)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.1 (Compliance with County's Living Wage Program)

Paragraph 11 (Survival)

12 ENFORCEMENT OF CONTRACT

12.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as County's Contract Project Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.

- 12.2** The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 12.3** The Contractor hereby agrees to cooperate with the Director, County's Project Managers and County's Contract Project Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 12.4** In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

13 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any, for the Park Maintenance services to be provided for El Cariso Community Regional Park. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the Park Maintenance services of the El Cariso Community Regional Park. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1, Amendments and Change Notices, and signed by both parties.

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

Rich Meier's Landscaping, Inc.

By



Name

President

Title

SEE ATTACHED DOCUMENT

COUNTY OF LOS ANGELES

By

Janice Hahn, Chair
Board of Supervisors

ATTEST:

CELIA ZAVALA, Executive Officer
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Rory Lo Allen*
Senior Deputy County Counsel

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On July 25, 2023 before me Angela Blagmon, Notary Public

personally appeared Richard A. Meier
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Angela Blagmon
Signature of Notary Public

Notary Seal)



_____ **ADDITIONAL OPTIONAL INFORMATION** _____

Description of Attached Document

Title or Type of Document: Contract Document Date: 7/25/23
Number of Pages: 55 Signer(s) Other Than Named Above: N/A
Additional Information: N/A

STATEMENT OF WORK PARK MAINTENANCE SERVICES

I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; maintenance, repair and preparation of athletic areas; the pruning of trees and shrubs; providing weed and pest control; providing specified building custodial services; operate, repair and maintain irrigation systems and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit B, Pricing and Billing Schedule and Performances Frequencies and govern the Contractor's completion of required operations.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic, or turf areas.
- 1.5 The Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by County 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 and shall promptly comply with any request therefor by the Director or designee.
- 1.6 The Contractor shall, during the hours and days of maintenance service, as identified in **Section 7.0**, respond to all emergencies within two (2) hours of notification.
- 1.7 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 identifying the Contractor's name and phone number.

STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 1.8 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store and use environmentally and human friendly products that are compatible with products used by County. County shall determine compatibility and approve Contractor’s products prior to their use.

2.0 FACILITY TO BE MAINTAINED

- 2.1 The facility to be maintained under the provisions of this Contract is as follows and is specifically located at the address identified below:

EL CARISO COMMUNITY REGIONAL PARK
13100 Hubbard Street, Sylmar, CA 91342

This facility is landscaped with turf, groundcover, shrubs, and is irrigated by manual and/or automatic irrigation systems.

- 2.2 The Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition and agrees to make no demands upon the County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.1 Payroll Report

The Contractor shall complete a Payroll Certification Report which shall be made available to the Director or designee concurrent with the monthly invoicing. The Contractor may use Public Works Payroll Reporting and Certification Form that can be found at: <https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>, or provide the required information in a form acceptable to the Director or designee. The monthly payment will not be made until such report is received and found acceptable by the Director or designee.

3.2 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. Said report shall be in a form and content acceptable to the Director or designee and will be made available to the Director or designee upon request. The monthly payment may not be made if such report is requested and is not made available or is in a form that is unacceptable to the Director or designee.

3.3 Certification of Specialty Type Maintenance

When applicable, the Contractor shall include with the monthly invoice, those specialty type maintenance items completed. The following information shall include but not be limited to:

STATEMENT OF WORK PARK MAINTENANCE SERVICES

- a. Quantity and complete description of all commercial and organic fertilizer(s) used.
- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioner's Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the person responsible for the report, the applicator's name and the license number under which the applicator was operating.

3.4 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the 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 the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the 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 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, the Contractor shall promptly provide such information. The 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.

3.5 Hauler Tracking and Reporting

Contractor shall provide a report on the approximate quantity, weight and/or volume, of material collected and waste processing facilities to which material is taken on a monthly basis or more frequently as needed to the Contract Manager. Contractor shall include any additional information, such as weight tickets from recycling facilities, necessary to validate quantities of material collected.

If the weights are not available, Contractor shall estimate the volume of the material, and then use generally accepted volume-to-weight conversions depending on the material type. Contract Manager shall review and agree upon reporting system.

STATEMENT OF WORK PARK MAINTENANCE SERVICES

For more information on how to calculate the weight of materials, refer to the EPA's Volume-to-Weight Conversion Factors for Solid Waste document: [Click Here](#)

3.6 Diesel Particulate Matter Control Measures

Contractor will follow Diesel Particulate Matter Control Measures under 13 CCR § 2020 et seq. while carrying out contract obligations and report their efforts to the Contract Manager annually or more frequently as needed. For specific details on this requirement, refer to the California Air Resource's Board website: [Click Here](#)

4.0 ADDITIONAL WORK

- 4.1 As authorized in **Section 8.1, Change Notices and Amendments**, of the Contract, the Director or designee may at his/her discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third-party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 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 work shall commence without a written authorization from the Director or designee.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or designee for approval.

5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, 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 O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 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

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unsafe practices occurring thereon. The Director or designee shall be notified within 24 hours if an unsafe condition or safety hazard is discovered on the premises that requires major correction. A major correction would constitute a maintenance issue that cannot be easily corrected within 24 hours by Contractor and could be hazardous to park visitors. The Contractor will be responsible for alerting the Director or designee of the hazard and reporting it to the Maximo Call Center to create a work order. The Director or 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 and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as 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 the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

6.0 CONTRACTOR'S STAFF

- 6.1 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. 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.
- 6.2 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.
- 6.3 The Director has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.
- 6.4 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

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- 6.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape maintenance services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.
- 6.6 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.
- 6.7 The Contractor shall provide readily available transportation or access within 300 feet to toilet facilities to employees who are working in the field during normal business hours for the duration of the contract term. In the event that the Contractor provides a toilet structure for its employees, the toilet structure must be clean and in good working order and supplied with adequate toilet supplies.

7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

- 7.1 The basic daily hours of maintenance service shall be as follows:
Please refer to Exhibit B, Pricing and Billing Schedule and Performance Frequencies, for the specific hours and days.
- 7.2 The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours seven (7) days per week. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director or designee.
- 7.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

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8.0 MAINTENANCE SCHEDULES

- 8.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director or 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. In addition, the Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 35 of the Statement of Work.
- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director or designee for his/her review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.
- 8.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 8.4 The Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
- 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 or designee.

9.0 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

- 9.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.
- 9.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The panel will convene within one (1) week of appointment in order to hear all matters

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related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

10.0 SIGNS/IMPROVEMENTS

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

11.0 UTILITIES

The County shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director or 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 the County will be presented to the Contractor by the Director or designee prior to actual deduction to allow for explanations.

12.0 RESPONSES, INQUIRIES, AND COMPLAINTS

12.1 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.

12.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. 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 receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

12.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director,

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against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.

- 12.4 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.
- 12.5 All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (24) hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.
- 12.6 Contractor shall provide and maintain at its own expense an active local or toll-free telephone number to make sure that emergency calls can be received. The Contractor or his/her designated person shall ensure that emergency calls can be received after normal business hours on a twenty-four (24) hour, seven (7) day a week basis. The Contractor or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

13.0 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.

14.0 USE OF CHEMICALS

- 14.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

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- 14.1.1 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.
- 14.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director or designee per Paragraph 9.40, Subcontracting, of the Contract, may subcontract this service.
- 14.1.3 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, the Director or designee may deduct pro rata from the Contractor's invoice applicable contract costs for chemical spraying.
- 14.1.4 The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 14.1.5 In addition to the remedies provided heretofore, this Contract may be terminated per Paragraph 9.44, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 14.2 A listing of proposed chemicals to be used including commercial name, application rates and type of usage shall be submitted to the Director or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director or designee.
- 14.3 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.
- 14.4 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 Pest Control Advisor recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 14.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.

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- 14.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 14.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 14.8 Products that include Glyphosate as an ingredient are prohibited from use in all County parks and facilities. Proposed alternatives will be reviewed and approved by the Director or designee prior to application.

15.0 GREEN INITIATIVES

- 15.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor's products prior to their use.
- 15.2 Contractor shall identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. Contractor shall provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor shall train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.
- 15.3 Effective January 2, 2024, the Contractor shall use battery-electric operated hand tools, blower, weed-wackers, etc., to provide the services under this scope of work. The use of gas-powered hand tools to provide the services under this scope of work is prohibited. Contractor shall provide a list of the types of battery-electric equipment they intend to use to provide landscaping services.
- 15.4 Contractor shall identify any environmentally sustainable best practices in which it currently participates or in which it is legally obligated to participate, including procurement of landscaping materials such as mulch and compost. Other sustainable best practices include integrated pest management, grasscycling, drip irrigation, composting, environmentally sustainable procurement, using mulch, and using electric powered tools and equipment. Contract Manager will document how Contractor will undertake green best practices. As needed, Contractor shall train staff on environmentally sustainable best practices.

16.0 NOISE

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Contractor shall not prepare for or initiate any operations or use any equipment before 7:00 a.m. that would violate local noise ordinances or noise reduction needs.

The specific frequencies per site are identified in Exhibit B, Pricing and Billing Schedule and Performances Frequencies, and govern the Contractor's completion of required operations.

GROUP I Mowing

17.0 MOWING

- 17.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director or designee and within the manufacturer's guidelines.
- 17.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
- 17.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 17.4 Mower blades shall be sharpened weekly.
- 17.5 Mowing height shall be no less than $\frac{3}{4}$ inch and may be set as high as 4 inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director or designee.
- 17.6 Mowing operation shall be on a schedule that is acceptable to the Director or designee.
- 17.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.8 Mowing of turf at each park facility shall be completed in one operation.
- 17.9 Unless otherwise prohibited by law, Contractor should utilize grasscycling to save water and mitigate environmental impacts. Contractor should not cut more than one-third of actual height of grass at any one time, and shall maintain the following optimal heights of grass to maximize impact of grasscycling:
 - Bermuda (Hybrid) and Seashore Paspalum: $\frac{3}{4}$ "
 - Bermuda (Common), Kikuyugrass, Dwarf Tall Fescue, St. Augustine, Zoysia and Blue Grammagrass: 1 $\frac{1}{2}$ "
 - Fescue, Ryegrass and Buffalo Grass: 2 $\frac{1}{2}$ "

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17.10 Low-noise zero emission battery-electric mowers are required where available.

18.0 GROUP I SITE INSPECTION AND REPORTING - Mowing

18.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.

18.2 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.

18.3 Damaged sprinkler heads, valve box and covers shall be immediately reported to County Staff. If Contractor damages a sprinkler head or a valve box cover, the Contractor must repaired/ replaced it within 24 hours.

18.4 If a mowing operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

19.0 GROUP I MANAGEMENT/SUPERVISION - Mowing

19.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.

19.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.

19.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.

GROUP II General Landscape Maintenance

20.0 MECHANICAL EDGING

20.1 All, turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.

20.2 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.

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

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- 20.4 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 20.5 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.
- 20.6 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

21.0 WEED REMOVAL

- 21.1 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- 21.2 Methods for removal of weeds can incorporate one or all four of the following:
 - a. Hand removal (Mechanical)
 - b. Cultivation
 - c. Chemical Eradication
 - d. Mulching
- 21.3 Remove or control all weeds and grasses from the following areas: beds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.
- 21.4 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas. Further, more “naturally kept” areas may also be candidates for invasive weed removal through mechanical or chemical means but should be investigated further for protection of native species if within habitat interfaces.
- 21.5 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.
- 21.6 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 21.7 After complete kill, all dead weeds shall be removed from the areas.
- 21.8 Spot treat with a portable sprayer or wick wand using an effective herbicide applied per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application.

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- 21.9 Treatments shall be made, or attempted to be made, prior to weeds flowering. If weeds have completed blooming, care should be applied to minimize dispersal of seed during maintenance events.
- 21.10 Contractor will provide a plan within three (3) days of contract execution or by agreed upon date with Contract Manager to abate and remove weeds in compliance with the County's accepted methods. As needed, Contractor shall train staff on measures needed to comply with County's directive to abate and remove weeds.
- 21.11 Mechanical removal must be attempted before the use of chemicals. The Contractor shall consult with the Contract Manager on allowable products prior to using any chemicals.
- 21.12 Any compost or mulch purchased by the Contractor shall be SB 1383 compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor shall provide documentation to the Contract Manager showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.
- 21.13 Contractor shall identify methods of weed control used in flowerbeds after they are planted for the season and prior to planting annuals. Contract Manager will document specific Contract language showing how Contractor will control weeds in flowerbeds in accordance with the County's BMPs.

22.0 LITTER CONTROL

- 22.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated debris upon the hard surfaces, developed, bare and undeveloped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, catch basins, play equipment, sand/Fibar areas, turfed areas, and Skate Parks.
- 22.2 Complete policing, litter pick up and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 22.3 Complete removal of floating debris and litter in lakes and/or streams.
- 22.4 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.
- 22.5 Trash cans and any other large materials placed into the lakes or streams shall be removed.

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- 22.6 Submerged debris within ten (10) feet of the incline of the lake shall be removed daily.
- 22.7 Litter shall be removed from all riding and hiking trails and ten (10) feet on either side of trails.
- 22.8 Litter shall be removed from developed irrigated slope areas and undeveloped areas (10 feet out, up or down) adjacent to developed areas or roadways.
- 22.9 Litter picked up on site shall be placed in trash bins and not in trash containers.
- 22.10 All such materials collected must be managed onsite or taken to an approved organic processing facility. If using an off-site organic waste processing facility, then the Contractor shall provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor shall train facility staff in managing the green waste to compost the acceptable materials.
- 22.11 Dog waste stations shall be refilled prior to 10:00 am, on an as needed basis. Bags and stations will be provided by County.

23.0 TRASH CONTAINERS

- 23.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 23.2 Receptacles shall be conveniently located for public use and returned daily to such locations if receptacles are displaced by third parties.
- 23.3 Containers or related appurtenances shall be cleaned and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 23.4 Containers shall be painted and stenciled as needed.
- 23.5 Containers shall be fifty-five (55) gallon drums.

24.0 TRASH BIN REMOVAL

- 24.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 24.2 A designated storage area will be provided for the trash bin(s).
- 24.3 The Contractor shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.
- 24.4 Trash trucks shall not be permitted on park turf areas.
- 24.5 Contractor shall also report to the Contract Manager on quantities of green waste hauled away from County facilities and green waste reused onsite. As needed, Contractor shall train staff on measures needed to comply with County's directive to recycle green waste.

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25.0 RAKING

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).

26.0 PRUNING AND HEDGE TRIMMING

26.1 Clearance

- a. Maintain trees to achieve a seven (7) foot clearance for all branches within the developed park area and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways and hiking and riding trails. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. All wounds one inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
- c. Shear fence lines to limit growth to just outside of chain link fabric.

26.2 Trim designated formal plant materials to maintain formal hedges and topiary work.

26.3 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.

26.4 Remove all new growth on trees up to the appropriate height clearances.

26.5 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.

26.6 Staking and Tying

- a. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches.
- b. Stake in those cases where tree has been damaged and requires staking for support.
- c. Stake new trees or recently planted trees which have not previously been staked.
- d. Materials
 1. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
 2. Guy wires where required, and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
 3. Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

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4. Stakes will not be placed closer than eight (8) inches from the bark.

26.7 Groundcover

All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All groundcover 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.

26.8 Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.

26.9 Remove and place in appropriate trash bin(s) all clippings the same day that plant materials are pruned or trimmed.

26.10 Contractor shall not dispose of green waste material(s) in a landfill. Contractor shall identify means to the Contract Manager for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

27.0 SWEEPING

27.1 Check concrete areas for cracks, crevices and deterioration and notify the Director or designee in writing within twenty-four (24) hours and barricade hazards immediately. Contractor shall also report any hazards to the Maximo Call Center to create a work order.

27.2 Walkways, steps, hard court areas, picnic pads, picnic shelters, patios, and Skate Parks shall be cleaned including but not limited to; the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.

27.3 Methods for sweeping of designed areas can require one or all of the following:

- a. Power pack blowers
- b. Vacuums
- c. Brooms
- d. Push power blowers

27.4 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. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by the Director or designee in order to insure that the public is not unduly impacted by the noise created by such equipment.

27.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.

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27.6 Sweeping operation of the hardcourt areas, including but not limited to tennis courts, in conjunction with washing shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., Sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday.)

28.0 WASHING

28.1 Tennis Courts/Hard Court Areas/Skate Parks

Contractor shall use gas power pressure washer for all washing of designated concrete walkways. Equipment specifications are listed below:

- 1) PSI range between 2400 to 5000 GPM
- 2) Spray range between 2.4 to 4.0 gallons per minute
- 3) Cold Water Pressure Washer

Washing operation of the hardcourt areas, including but not limited to tennis courts, in conjunction with sweeping shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday).

28.2 Picnic Table Pads, Shelter, Patios and Designated Hard Surface Areas.

The above shall be thoroughly washed (cleaned) to remove accumulated materials.

28.3 Patio Areas used for Food Service

Patio areas used for food service shall be washed (cleaned) to remove accumulated materials before 10:00 a.m.

28.4 In case of drought, as instructed by the Director, Contractor shall use water broom to wash tennis courts/basketball courts, picnic table pads, shelters, kitchen, and patio areas used for food service.

28.5 Dog Park - Concrete pavement, drinking fountains, picnic benches, pole footings, and any other hard surfaces

The above shall be thoroughly washed (cleaned) to remove accumulated materials and wiped dry.

28.6 Any washed areas should be left dry and ready to use.

29.0 GRAFFITI ERADICATION AND CONTROL

29.1 Graffiti eradication and control shall include all surfaces to the following areas as noted.

Exterior

- a. All exterior wall surfaces.
- b. Park Signs and Park Fountains

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- c. Wooden Bridges and Play Structures
- d. Picnic Pavilions, patios, tables and slabs
- e. Restrooms and Comfort Stations - all exterior wall, window and door surfaces
- f. County Service Yard and Buildings
- g. Concrete and Block Walls
- h. Concrete walks throughout the park.
- i. Curbs in parking lots and on streets and drives.
- j. Trash Barrels
- k. Doors
- l. Other surfaces within the park.

Interior

- a. Park offices, meeting rooms, and storage rooms
 - b. Restrooms and comfort stations - all interior walls, doors, cabinets and windows.
- 29.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.
- 29.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director or designee.
- 29.4 The Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Contractor shall use materials, and methods of application, as provided and approved by the Director or designee.
- 29.5 The Contractor is not required to sandblast walls or walkways.
- 29.6 The Contractor shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.
- 29.7 Graffiti removal also includes the removal of stickers.

30.0 SAND/FIBAR/WOODCHIPS AND/OR PLAYGROUND SURFACES PLAY AREAS/PLAYGROUND EQUIPMENT

- 30.1 All playground sites and equipment shall be inspected at the start of each workday and before 8:00 a.m. The Contractor shall complete a daily written report as prescribed by the County for each play area on a Daily Facility/Equipment Inspection Report form provided by the Director or designee.
- 30.2 The Contractor shall sign, date and send, via facsimile, each Daily Facility/Equipment Inspection Report to the Director or designee prior to 2:00 p.m. on the date of the actual inspection.

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- 30.3 Any play area component (condition or portion of a play area) showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.
- 30.4 All playground sites and equipment shall be neatly groomed at the start of each workday and before 8:00 a.m.
 - 30.4.1 The entire sand/fibar and/or playground surfaces play area shall be cleaned, raked to a depth of 5 inches and raked level. All foreign and hazardous materials shall be removed. All sand/fibar and/or playground surfaces play areas shall be maintained free of weeds, litter, cans, pop tops, broken glass and other harmful and unsightly debris.
 - 30.4.2 Special attention shall be made to low and "dished out" sand/fibar areas around play equipment. These sand/fibar areas shall be leveled by distributing sand/fibar from high areas to low areas.
 - 30.4.3 During the leveling and distribution of sand/fibar no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.
 - 30.4.4 During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction.
 - 30.4.5 The sand/fibar fall zone areas are considered to be locations eight (8) feet around and below the play area. These areas shall have a cushioning potential of twelve (12) inches. In order to achieve this cushioning requirement, the Contractor shall provide rototilling once per week in all fall zone areas. The Contractor shall notify the Director or designee as soon as possible if the twelve (12) inch cushioning cannot be achieved.
 - 30.4.6 Cushioning to twelve (12) inches means the loosening of surface material to absorb the shock from play activity.
- 30.5 Equal access play areas and their resilient surfaces shall be thoroughly swept to remove sand/fibar, silt and debris following each litter and debris removal. Any cracks, tears, rips or holes shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.

31.0 PICNIC AREAS/SHELTERS

Daily Operations

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- 31.1 Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be spot cleaned and sanitized to insure safe use by the public.
- 31.2 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.
- 31.3 Picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings shall be inspected for safety hazards and general need of repair.
- 31.4 The Contractor's observation of safety hazards or the general need of repair of braces, braziers, picnic tables, cooking grills, fireplaces, sinks, food preparation surfaces and fire rings shall be immediately reported to the Director or designee.
- 31.5 Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities and fire rings shall be removed.
- 31.6 The entire picnic area, including shelters, shall be kept free of broken glass, cans, pop-tops, paper, etc.
- 31.7 Empty all trash containers.

Weekly Operations

- 31.8 Clean and sanitize all pads, benches, walls, splashboards, cupboard doors, stoves, dispensers, sinks, trash containers and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas. Remove all tacks, staples, strings and other objects.
- 31.9 Thoroughly clean, wet mop, and disinfect floors taking care to clean corners and around other obstacles.

32.0 DRINKING FOUNTAIN MAINTENANCE

- 32.1 The Contractor shall maintain all interior and exterior drinking fountains by performing the following daily operations:
 - a. Drinking fountains shall be cleaned and disinfected.
 - b. Leaking fixtures, clogged or stopped up drains and damaged fountains that cannot be repaired by tightening the fixture to stop the leak, unclogged by using a "plumber's helper" or a short snake to clear the drain shall immediately be reported to the Director or designee orally and thereafter in writing. For leaking fixtures that cannot be stopped as indicated in this Subparagraph, the water valve shall be turned off.
- 32.2 The County shall be responsible for the repair or replacement of drinking fountains and fixtures. Additional compensation may be authorized, at the discretion of the Director or designee, for the Contractor to perform said work.

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33.0 AERIFICATION

- 33.1 Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at not more than six (6) inch spacing.
- 33.2 Turf aerification shall be accomplished during the period of April through November, at the frequency established in the Pricing and Billing Schedule and Performances Frequencies, Exhibit A of the Contract.
- 33.3 Flag sprinkler/irrigation heads prior to commencing this task.

34.0 FERTILIZATION

- 34.1 All fertilizer/micronutrients shall be approved by the Director or designee prior to application.
- 34.2 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.
- 34.3 All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1½ -2.
- 34.4 Application of topdressing shall proceed after the Shatter tine aeration (La Crescenta Area Parks as instructed by the Director).
- 34.5 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director or designee at the rate of application per the manufacturer's recommendation.
- 34.6 Fertilization to occur as scheduled by the Director or designee for the period following broadleaf eradication.

35.0 RODENT CONTROL

- 35.1 All areas shall be maintained free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees, and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control or an approved equal as approved by the Director.
- 35.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.
- 35.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Contractor's expense, until eradication is complete.

36.0 SWALES AND DRAINS

- 36.1 The Contractor shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an

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unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.

- 36.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 36.3 Drains and collection boxes shall be cleaned and cleared of all debris.
- 36.4 Drain grates shall be inspected to restrict hazards. The Contractor shall immediately inform the Director or designee of any broken or missing grates, and secure same to keep the area safe for public use.

37.0 SERVICE YARD AND STORAGE AREA

- 37.1 The County, at its discretion, may provide storage and office facilities for the Contractor's use within the premises. In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract. Further, said facility shall not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director or designee.
 - The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.
- 37.2 The Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter to be disposed of by the Contractor at an approved disposal site.
- 37.3 Service yard and storage areas must be swept and kept clean of all and debris.
- 37.4 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service yard and storage area(s).
- 37.5 Damage or loss to the Contractors equipment, materials and/or personal property shall be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

38.0 GROUP II SITE INSPECTION/REPORTING-General Landscape Maintenance

- 38.1 Prior to proceeding with any Group II task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 38.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

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39.0 GROUP II MANAGEMENT/SUPERVISION-General Landscape Maintenance

- 39.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 39.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 39.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 39.4 The Contractor's executive, management, or supervisory staff shall provide ongoing follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP III-Sports Field Maintenance

40.0 SPORTS FIELD MAINTENANCE

All ballfield areas within the premises shall be maintained at a level that insures a safe playing condition. Said ballfields, including appurtenant backstops, fencing, bleachers and walkways shall be inspected daily, and the Director or designee informed immediately thereafter, of any hazardous conditions thereat, or of any supplemental needs therefor.

40.1 On-Going Ballfield Preparation

The following progression is necessary to prepare a ballfield for each day's play:

- a. The home plate, pitcher's mound, 1st, 2nd, and 3rd base areas surface materials shall be loosened, raked, shaped, and the areas leveled. The surface material that has worked away from these areas must be replaced and tamped down firmly.
- b. All other depressions in the skinned area should be graded level and tamped down firmly.
- c. Lightly water the skinned portion of the infield and then drag and level with a Maxwell Steel Planner Drag or its equal, to break the crust and regrade the infield.
- d. Give the skinned areas a finished surface with a drag mat. Said drag, similar to a metal foot scraper constructed of heavy interwoven metal

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squares, is used to provide a finished surface. If a vehicle is used to tow the drag mat, make sure that the speed is slow enough to prevent the surface material from being thrown into the outfield grass or out of the skinned areas. Particular care shall be given to the transition zone between grass and skinned area surface so that it is smooth.

- e. After smoothing the surface with the drag mat, small pebbles and other debris, shall be removed.
- f. The skinned portion of the diamond shall be thoroughly watered with the proper amount of water to provide a suitable condition for play. As a rule, after about 1/2 hour of watering, the appearance of small water bubbles should indicate sufficient watering. In the watering of the diamond, the correct procedure is to water away from the body with the hose to the rear. Do not walk on the watered areas.
- g. As the field dries, clean and wash down dugouts, bleachers, concrete pads, and walks around the diamond. Make sure that the runoff from this operation does not create hazardous or unplayable conditions in the area.
- h. Make sure that the base pegs, pitching rubber, quick couplers, valve box covers, and sprinkler heads are visible.

40.2 Periodic Maintenance Operations

- a. The berm buildup that is created from play and the dragging operations shall be regularly raked level to insure a smooth transition between the skinned portion of the infield and the grass portion of the outfield.
- b. Turf and weed encroachment shall be prevented within the skinned portion of the ballfield.
- c. A smooth line shall be kept between the turf grass and skinned portion of the ballfield by either mechanically edging or chemical application.
- d. Seasonally excessively wet diamonds may require the working of the skinned area until it is dry enough to prepare for play. Acceptable techniques shall be utilized to provide a playable diamond. If rain has stopped, and water is standing on the diamonds, Contractor shall broom, squeegee, absorb or otherwise remove standing water from the skinned portion of the diamond to help dry it for play.
- e. A soil sterilant or herbicide shall be applied under all fencing that does not have concrete mow strips.
- f. Foul lines and out-of-bound lines that extend into turf areas shall be burnt in on a regular basis to insure their visibility.

40.3 Scheduling of Maintenance Operations

Ballfield shall be prepared daily in compliance with the schedule of recreation use as set forth by the Director or designee. Said schedule shall

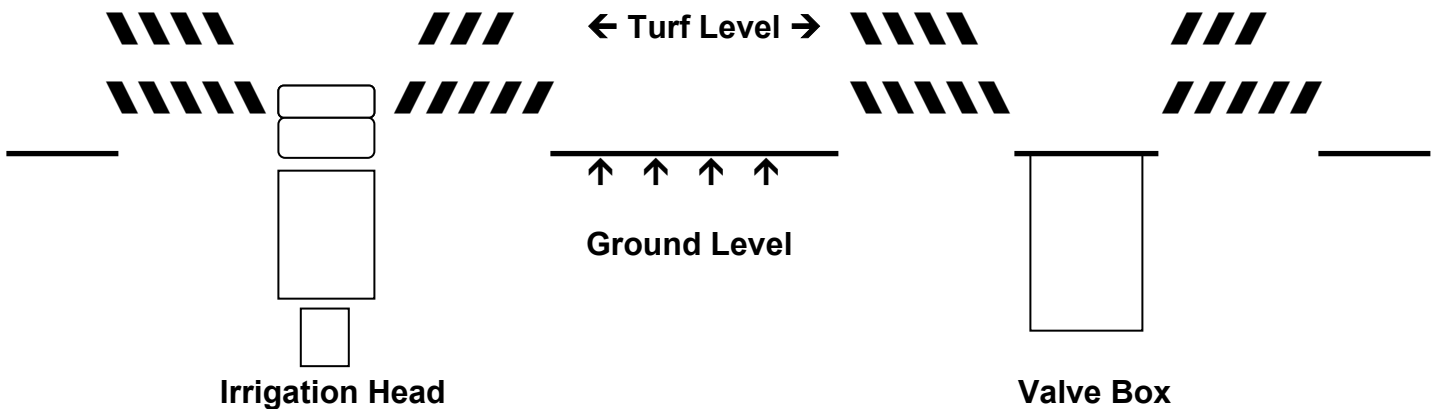
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be prepared by the appropriate recreation staff and forwarded by the monitor to the Contractor.

40.4 In the event that the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by Director or designee in order to ensure that the public is not unduly impacted by the noise created by such equipment.

40.5 Detailing Sports Field Areas

Sports fields shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or valve box so that the soil is not "dished" around the heads or boxes and no hazard is created or allowed to exist. Detailing should be done according to the following illustrations:



40.6 Horseshoe Pit Maintenance

Horseshoe Pits shall have their pegs properly oriented and placed. Eroded pit materials shall be returned to the pit and graded so that water applied to its surface will run away from the pit. Ball diamond "mound mix", only, will be used as a pit material.

41.0 GROUP III SITE INSPECTION/REPORTING - Sports Field Maintenance

41.1 Prior to proceeding with sports field maintenance operations, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.

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41.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

42.0 GROUP III MANAGEMENT/SUPERVISION - Sports Field Maintenance

42.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

42.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.

42.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.

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

GROUP IV– Interior Building Maintenance

43.0 INTERIOR BUILDING MAINTENANCE

43.1 Pickup debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.

43.2 Dust counter tops and other horizontal surfaces.

43.3 Remove, empty, clean and disinfect all trash receptacles.

43.4 Stack chairs on tables and clear floor area.

43.5 Inspect and replace burnt out lights and tubes.

43.6 Remove all graffiti using graffiti removal materials, scrubbing techniques or paint when applicable.

43.7 Clean doors, door frames, light switch, kick and push plates and handles.

43.8 Clean and disinfect top and sides of drinking fountains and scrub and dry fixtures.

43.9 Sweep and dust mop floors taking care to clean corners and around obstacles.

43.10 Spot mop around entryways and all stains and spills.

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- 43.11 Replace chairs, tables and containers, etc.
- 43.12 Deodorize room.
- 43.13 Immediately notify the Director or designee of any irregularities or hazards.
- 43.14 All areas shall be left clean and free of streaks, stains, film, debris, water spots and odors.
- 43.15 Thoroughly vacuum carpeted floors, taking care to clean corners and around obstacles.
- 43.16 Clean and disinfect all furniture including desks, chairs and tables.
- 43.17 Dust all exposed cabinets, bookcases, shelves and legs.
- 43.18 Empty, clean and sanitize all kitchen trash containers.
- 43.19 Thoroughly mop and disinfect kitchen floors, taking care to clean corners and around other obstacles.
- 43.20 Inspect and refill all Kitchen Dispensers.
- 43.21 Wash and sanitize all kitchen walls, splashboards, cupboard doors and dispensers.
- 43.22 Clean and sanitize stoves, ovens, refrigerators, other appliances and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas.
- 43.23 Sweep and dust wood floors with commercial sweeping material daily.
- 43.24 Spot clean and remove foreign materials from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
- 43.25 Buff the wood floors with a No. 2 steel wool pad or equivalent.

44.0 PERIODIC INTERIOR BUILDING MAINTENANCE

Weekly

- 44.1 Dust and disinfect all telephones.
- 44.2 Machine buff resilient floors.

Monthly

- 44.3 Wash all windows and glass doors.
- 44.4 Strip, clean, refinish and machine polish (Director or designee shall approve the type of non-skid wax) resilient floors.
- 44.5 Dust venetian blinds.

45.0 GYMNASIUM FLOOR MAINTENANCE

- 45.1 The Contractor shall maintain the gymnasium floor by performing the following operations. All phases of these procedures will be followed to ensure the complete cleaning and removal of fine debris from the floors.
 - 45.1.1 Where applicable, walk-off mats will be removed to outside where they will be swept with a corn broom to remove as much dirt and

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abrasive particles as possible. This must be done to enhance the mats protective potential.

- 45.1.2 The entire floor will be swept, including under bleachers, with soft bristle tampico brooms. Remove all trash and debris that is collected. Any spots of gum must be removed with a plastic putty knife. Any spills of soda will be spot damp mopped as well as around drinking fountains and bleacher areas. Use a small amount of Hil-Shine in a mop bucket. Scuff marks may be removed with damp fine steel wool by scrubbing lightly.
- 45.1.3 A previously prepared (treated) dust mop will be used each day following the brooming of the floor. Following the dust mopping of the floor, the dust mop will be prepared (shaken out and treated with a product appropriate to sealed-wood gym floors) for use the following morning.
- 45.1.4 A complete damp mopping will be done twice a week or more frequently if warranted due to excessive use of gym.
- 45.1.5 Turkish towels will be immersed completely in mopping solution then wrung out thoroughly to allow dampness but not excessive solution on floors. Towels should be rinsed frequently to ensure a clean and thorough job. After each use, towels will be wrung out and hung up to dry. A thirty-inch stiff bristle push broom or proper broom handle and frame should be used to drape the turkish towels over to utilize widest possible coverage of the floor. Both sides of the towels should be used during mopping procedures. If possible, gym should remain closed for approximately an hour to allow complete drying of floor.
- 45.2 Alternate patterns will be used in mopping to ensure even coverage. Patterns should always allow persons to mop away from rear of gym toward an exit.
- 45.3 Walk-off mats will be replaced when floor is dry and before activity is allowed to resume.
- 45.4 The Contractor shall provide appropriate gym floor products necessary to maintaining sealed-wood gymnasium floor and submit to the Director or designee a copy of the floor care program contractor proposes to follow.

46.0 SECURITY LIGHTS

Check security lights around building and comfort stations to see that they are functioning. Replace light bulbs as needed.

47.0 HOSE OFF BUILDING EXTERIOR/ADJACENT PLANTS

Hose off exterior of building and adjacent plant material to remove accumulated dust and grime and accumulated foreign materials.

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48.0 STORAGE AND MAINTENANCE ROOMS

- 48.1 Dust, clean and sweep all storage and maintenance rooms.
- 48.2 Storage and maintenance rooms utilized by the Contractor for storing the Contractor's equipment and supplies shall be arranged in an organized and neat manner.
- 48.3 Clean storage, maintenance and mechanical rooms located in restrooms.

49.0 RESTROOM MAINTENANCE – Daily Operation

- 49.1 All restrooms shall be cleaned thoroughly once per day in accordance with the following tasks: all tasks shall be completed, and restrooms opened for public use prior to 8 a.m. unless otherwise specifically authorized by the Director or designee. Restrooms shall be thoroughly cleaned a second time daily: after 1 pm, but prior to 2:30 pm, in accordance with the following tasks.
- 49.2 Pick up debris and trash, then sweep floor. Removed materials are not to be swept outside of the restroom.
- 49.3 Empty trash and napkin receptacles, replace liners as needed.
- 49.4 Check and refill all dispensers as needed.
- 49.5 Replace burnt out light bulbs or tubes, inside of restroom.
- 49.6 Remove all graffiti using graffiti removal materials or other scrubbing techniques.
- 49.7 Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceiling, partitions, vents, etc.
- 49.8 Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.
- 49.9 Disinfect the inside of urinals and toilets.
- 49.10 Disinfect the top and bottom of toilet seats, fixtures, and surfaces of and surrounding each fixture.
- 49.11 Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.
- 49.12 Disinfect around urinals, under sinks, around floor drains, and other areas where bacteria might breed.
- 49.13 Disinfect sinks, dispensers, receptacles, trash containers, and walls around such areas.
- 49.14 Clean mirrors.
- 49.15 Scrub sinks and wipe dry. Use a small scrub brush to clean corners, cracks, and narrow areas.
- 49.16 Scrub inside surfaces of toilets and urinals. Be sure to scrub upper lip. Do not flush.

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- 49.17 Scrub outside of toilets, urinals, and rear wall.
- 49.18 Wipe toilet seats, toilet bowls, urinals, and fixtures until dry.
- 49.19 Spot clean walls and scrub handprints, etc. from walls and partitions and wipe dry.
- 49.20 Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- 49.21 Wipe off cove base and remove mop strands caught around posts, etc.
- 49.22 Replace receptacles and trash containers following their cleaning.
- 49.23 Deodorize the restrooms.
- 49.24 Immediately notify Director or designee of any irregularities or hazards.
- 49.25 If running water, broken fixtures, or plugged sewer lines cannot be normalized or isolated, the restroom is to be locked and the Director or designee immediately notified.
- 49.26 Remove graffiti from the outside of the restroom building and wash off any other dirt clods, mud, or foreign materials.
- 49.27 Clean top and sides of drinking fountains outside of restrooms and clear drains.
- 49.28 Disinfect drinking fountains, scrub the fixture, and dry it.
- 49.29 All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.
- 49.30 Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet the demand.
- 49.31 All leaking fixtures; clogged drains; stopped up or damaged basins, toilets, or urinals; and damaged or inoperable lighting fixtures that cannot be repaired by the following shall be reported to the Director or designee: (a) tightened to stop leaks; (b) unclogged by using a "plumber's helper" and short snake.

50.0 RESTROOM MAINTENANCE - Weekly Operation

The following tasks shall be completed the day prior to the scheduled inspection date.

- 50.1 Perform the following tasks prior to commencing the daily task identified in paragraph 49.9:
 - a. By using a plumber's help (plunger), lower water levels in toilet bowls below water line and use a bowl cleaner to descale and dissolve water rings on the bowls and under the flushing rims. Allow the bowl cleaner to soak for 20 to 30 minutes. Do not flush.

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- b. Using a bowl cleaner, descale and dissolve water rings on urinal surfaces and under the flushing rim allowing the bowl cleaner to soak for 20 to 30 minutes. Do not flush.
- c. Following the soaking period, scrub the bowls and urinals to remove deposits and stains and then flush the toilet bowls and urinals.
- 50.2 Perform the following task prior to commencing the daily task identified in paragraph 49.14:
 - Wash all windows.
- 50.3 Perform the following task prior to commencing the daily task identified in paragraph 49.15:
 - Scrub underneath sink and disinfect.
- 50.4 Perform the following task prior to commencing the daily task identified in paragraph 49.19:
 - Disinfect and completely wipe dry all partitions, doors, door frames, metal plates, handles and hinges.
- 50.5 Perform the following task prior to commencing the daily task identified in paragraph 49.20:
 - Scrub and clean all base molding and "hard to get at" areas.
- 50.6 Use only materials that are not caustic or damaging to the fixtures being cleaned.
- 50.7 Clean light fixture covers.

51.0 RESTROOM MAINTENANCE – Monthly Operation

The following tasks shall be completed on a monthly basis prior to the scheduled daily and/or weekly operational tasks:

- 51.1 Scrub/clean walls and partitions from floor to ceiling and wipe dry.
- 51.2 Immediately notify Director or designee of any irregularities or hazards.

52.0 GROUP IV SITE INSPECTION/REPORTING - Interior Building Maintenance

- 52.1 Prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 52.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

53.0 GROUP IV-MANAGEMENT/SUPERVISION - Interior Building Maintenance

- 53.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.

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- 53.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 53.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 53.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP V- Chemical Application

54.0 CHEMICAL EDGING/DETAILING

- 54.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, 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.
- 54.2 Water shall not be applied to treated areas for forty-eight (48) hours after each application.
- 54.3 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals.
- 54.4 Linear chemical edging of turf boundaries may be performed in a manner 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.
- 54.5 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.
- 54.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s)

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shall be made, at no additional cost to the County, until target species are eliminated.

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

54.8 Immediately after complete kill, all dead weeds shall be removed from the area.

55.0 BROADLEAF CONTROL

55.1 The product to be used for broadleaf control is Trimec, Turf Ester Herbicide, by Gordon's. This product must be used with precaution and the manufacturer's label must be strictly adhered to.

55.2 For optimum results, the application for broadleaf control or eradication shall be accomplished in early spring, subject to weather conditions and as scheduled by the Director or designee.

- In the event that weather conditions delay application of chemicals for broadleaf control, this task may be eliminated, and billing adjusted accordingly.

55.3 Contractor shall identify methods of broadleaf weed abatement and removal that Contractor uses or anticipates using.

56.0 ALGAE AND AQUATIC PLANT GROWTH CONTROL

56.1 Lakes and streams shall be maintained free of algae, and noxious aquatic weeds.

56.2 Chemicals used in control of algae, and noxious aquatic weeds shall be approved for use by the Agricultural Commissioner's Office. Chemicals containing Glyphosate are prohibited from use in County facilities.

56.3 Cutrine Plus shall be used for control of algae and for noxious aquatic weeds in lakes. Where fish are stocked, usage must be in percentages that are not harmful to the stocked fish species.

56.4 Adjacent walkways and patio areas shall be maintained free of algae.

56.5 Filters to the lake aerification system shall be cleaned to remove all algae and debris.

57.0 GROUP V SITE INSPECTION AND REPORTING - Chemical Application

57.1 Prior to proceeding with any Group V task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.

57.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

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58.0 GROUP V-MANAGEMENT/SUPERVISION - Chemical Application

- 58.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 58.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 58.3 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 timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 58.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP VI – Watering and Irrigation System Management

59.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT

- 59.1 Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid 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.
- 59.2 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions that affect day and night watering. This may include daytime 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 twelve (12) inches to determine the water penetration by random testing of the root zones.

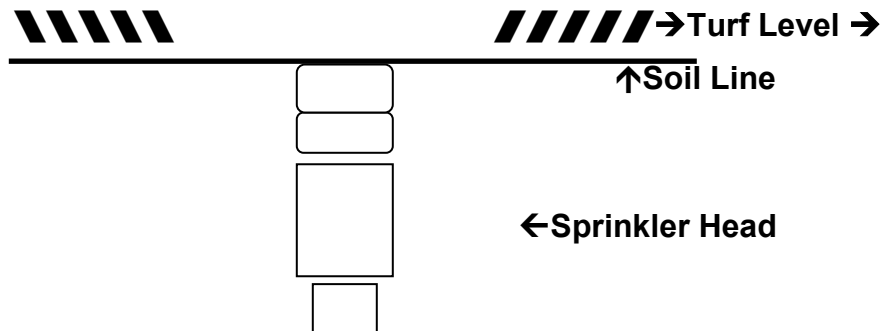
STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 59.3 Watering shall be regulated to avoid interference with any use of the facility's roadways, paving, walks, or areas as designated for scheduled special events.
- 59.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
- 59.5 Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.
- 59.6 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.
- 59.7 All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.
- 59.8 The Contractor shall be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications and frequencies specified herein.
- 59.9 The Contractor shall insure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment and repair of said systems and their components.
- 59.10 The Contractor is responsible for maintenance of the irrigation system by performing the following tasks:
- a. Monitor and Maintain bubbler/drip systems.
 - b. Monitoring all irrigation controllers.
 - c. Inspecting and reporting of irrigation system status.
 - d. Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).
 - e. Repair or replacement of sprinkler heads having a 1/2" inlet.
 - f. Locate and inform the Director or designee of malfunctioning and/or inoperable sprinkler heads having a 3/4" or larger inlet. Remove such

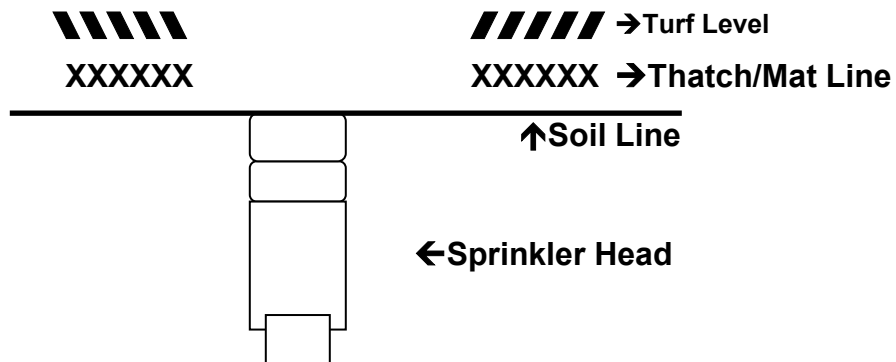
STATEMENT OF WORK PARK MAINTENANCE SERVICES

heads and replace same with heads as provided by, and instructed by, the Director or designee.

- g. Providing all nipples, caps, plugs, elbows, couplings, etc.
- h. Providing replacements of all risers and swing joints due to normal wear.
- i. Flushing irrigation pipelines following repairs and replacements.
- j. Replacement of valve box covers due to normal wear.
- k. The Contractor shall confer with the Director or designee regarding the need for replacement or relocation of inoperable sprinkler heads. The County may require the Contractor, at no additional cost, to exchange inoperable with operable sprinkler head(s) to priority areas within the facility, as identified by the Director or designee.
- l. Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade per the following illustrations:
 - 1. Standard sprinkler head installation without consideration for the thatch and mat accumulation. . . .



- 2. Standard sprinkler head installation with consideration for the thatch and mat accumulation. . . .



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- m. Providing 1" x 1¼" inch angle iron, 30 inches in length for supporting risers on slopes and in beds.
- n. Providing ½" worn drive clamps for securing risers to stake.
- 59.11 The County is responsible for providing to the Contractor sprinkler heads with a ¾ inch inlet or greater.
- 59.12 The County is responsible for the following components of the irrigation system: quick couplers, remote control valves, gate valves, automatic controller repairs, and backflow devices. The Contractor shall notify the Director or designee, of any damaged or inoperable major irrigation components, indicating the problem, location, size and type of irrigation equipment.
- 59.13 Replacement by the Contractor of all irrigation components provided by County to the Contractor shall be completed within twenty-four (24) hours upon receiving the component from the County.
- 59.14 Complete piping replacement of the irrigation system is not required by the Contractor. The County is responsible for the repair or replacement of leaking main and lateral irrigation lines.
- 59.15 Replacement of irrigation components that are identified as the Contractor's responsibility shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 59.16 Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the Director or designee prior to any installation thereof.

60.0 IRRIGATION SYSTEM OPERABILITY AND TESTING

- 60.1 In order to ensure the operability of the irrigation system, the Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director or designee.
- 60.2 During the testing the Contractor shall:
 - a. Adjust all sprinkler heads for 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.
 - b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
 - c. Record and report all system malfunctions, damage and obstructions to the Director or designee and take corrective action.
 - d. Replace or repair inoperable irrigation equipment identified as Contractor's responsibility.
 - e. Check valve boxes for safety and security purposes.

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- 60.3 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- 60.4 Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.
- 60.5 Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within two (2) hours of identification or following verbal notification.
- 60.6 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 or designee.
- 60.7 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding of valves.
- 60.8 Flush irrigation pipeline after repair or replacement of irrigation components.
- 60.9 If an automatic irrigation system, or a portion of a system malfunctions, the contractor, when authorized by the Director or designee, is responsible for the manual manipulation of that system for a period of thirty days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director, or Designee, may opt to pay the contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

61.0 GROUP VI SITE INSPECTION/REPORTING - Watering and Irrigation System Management

- 61.1 Each facility shall be checked on each day that a facility normally receives service, for irrigation system malfunction 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 shall be done by a knowledgeable and responsible employee of the Contractor.
- 61.2 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from an employee of Los Angeles County.
- 61.3 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.
- 61.4 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

62.0 GROUP VI MANAGEMENT/SUPERVISION - Watering and Irrigation System Management

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- 62.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 62.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.
- 62.3 Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 62.4 Contractor executive, management, or supervisory staff shall provide on-going follow up behind operations to ensure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of Contractor's staff.

III. SEASONAL SPECIALTY TASKS

The following Seasonal Specialty Tasks are to be performed at the request of the Director, or designee, for which the Contractor will be compensated per the identified cost in accordance with Section 4.0, Additional Work, of the Statement of Work.

63.0 SHRUB AND TREE CARE/PRUNING

- 63.1 Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:
 - a. All trees shall be trimmed, shaped and thinned.
 - b. All dead and damaged branches and limbs shall be removed at the point of breaking.
 - c. All trees shall be trimmed to prevent encroachment on private property.
- 63.2 Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.
- 63.3 Pruning Procedures
 - a. 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

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should be made toward the outside portion of this "collar". If a tree does not produce this characteristic collar, then make the cut flush to the limb where it is growing.

- b. All limbs 1½" or greater in diameter shall be undercut to prevent splitting.
- c. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- d. All cuts exceeding ½" shall be treated with an appropriate tree heal compound.
- e. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- f. Climbing spurs shall not be used.

63.4 Pruning Criteria

- a. The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.
- b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are: seven feet (7') for pedestrian areas and walkways; fourteen feet (14') for vehicular roadways.
- c. 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" or 24" spacing.
- d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.
- g. No stubs will be permitted.

63.5 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to the Director or designee.

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

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

63.8 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 removed and hole backfilled to grade.

64.0 CULTIVATING

Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall

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be taken so as not to disturb plant materials, or their roots in accomplishing this operation.

64.0 RENOVATION/ VERTICAL MOWING

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

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

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

64.4 Vertical Mowing-Turf

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

64.5 Renovation-Turf

a. Renovate or blade to the soil line, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.

b. After thatch is removed and upon completion of turf renovation all turf areas shall be seeded, mulched, fertilized and watered.

c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director or designee.

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

65.0 TURF RESEEDING/RESTORATION OF BARE AREAS

65.1 Overseed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.

65.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director or Designee.

66.0 DISEASE/INSECT CONTROL

66.1 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, groundcover, and turf.

66.2 The Director or Designee shall be notified immediately of any disease, insects or unusual conditions that might develop.

66.3 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.

67.0 PLANT MATERIALS

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- 67.1 Plant materials shall conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to insure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 67.2 Substitutions may be allowed, but only with prior written approval by the Director or designee.
- 67.3 Nomenclature - Plant names used in the landscape plan of the area conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases, not covered therein, the custom of the nursery trade shall be followed.
- 67.4 Quality
 - a. 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.
 - b. All trees shall be measured six (6) inches above the ground surface.
 - c. 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 must be sturdy enough to stand safely without staking.
 - d. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
 - e. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Director or designee.
- 67.5 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the job by the Director or designee.

68.0 INTENTIONALLY OMITTED

IV. SPECIFIC REQUIREMENTS

69.0 COUNTY-PROVIDED MATERIALS

The County shall supply the Contractor with the following materials for which the Contractor will provide the labor at no additional cost to County:

- a. Paint and/or graffiti removal material, when applicable.
- b. Paper products for all restrooms.

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- c. Light bulbs and tubes for interior and exterior lighting of park building and restrooms.
- d. Fifty-five (55) gallon trash containers. Trash can liners/trash bags are to be provided by the contractor.
- e. At Crescenta Valley Community Regional Park – Dog Park:
 - 1. Dog waste bags.
 - 2. Dog Park - Twenty (20) gallon trash containers. Trash can liners/trash bags are to be provided by the contractor.
 - 3. Office - Five (5) gallon trash containers. Trash can liners/trash bags are to be provided by the contractor.
 - 4. Dog waste receptacles (11.5 inches diameter X 23 inches height) trash containers. Trash can liners/trash bags are to be provided by the contractor.

70.0 LOCKS AND KEYS

- 70.1 The County may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates 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. The County shall provide the Contractor on a one for one exchange, locks that have been vandalized or are inoperable.
- 70.2 The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.
- 70.3 Key Control
 - a. The Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
 - b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
 - c. The Contractor shall report all lost or stolen keys to the Director or designee within twenty-four (24) hours of discovery of the loss. The Contractor shall reimburse the County for the cost as determined by the Director or designee, of rekeying the facility or duplicating additional keys.
 - d. Upon termination, cancellation or expiration of this Contract all keys received by the Contractor shall be returned to the Director or designee.
 - e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission by the owner. The penalty for violation of

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this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

71.0 GREEN WASTE DISPOSAL

- 71.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill 1383.
- 71.2 As of January 1, 2020, the use of green waste as alternative daily cover does not constitute diversion through recycling and will be considered disposal for purposes of measuring a jurisdiction’s 50% per capita disposal rate.
- 71.3 For key elements of this law, review CalRecycle’s site: [Click Here](#)

72.0 PROCUREMENT OF SB 1383-COMPLIANT COMPOST AND MULCH

- 72.1 Pursuant to Senate Bill (SB) 1383, jurisdictions using compost or mulch are required to procure compost or mulch that was created from municipal organic waste produced in the state of California and produced at a facility in the state of California. Documentation is required to track procurement and validate the source of the compost or mulch. Procurement does not necessarily mean purchase. Chipping and Grinding facilities are not an allowable source of SB 1383 compliant mulch.
- 72.2 For more information on the State requirements for using recycled organic products: [Click Here](#)

V. SPECIFIC FACILITY REQUIREMENTS

73.0 EL CARISO COMMUNITY REGIONAL PARK

The following additional tasks are required:

73.1 BALLFIELDS NUMBER 3 AND 5

Specialized Mowing

These specialized turf areas shall be mowed twice a week April through November and once per week December through March during cool season. Mowing of these specialized turf areas shall be accomplished on Friday. This schedule might be subject to change depending on field use.

Outfield turf area ballfields number 3 and 5 shall be mowed at two (2) inches. Grass clippings shall be caught and disposed of properly. Infield turf areas shall be mowed at ¾ of an inch to 2 inches, in an even manner without scalping, with a "Greens" type reel mower. Grass clippings shall be caught and disposed of properly. Ballfield number 5 infield turf area to be mowed with front throw reel mower.

Aerification (per Specification 33)

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Ballfields 3 and 5 are to be aerated 5 times per year. This will be scheduled by the Director.

Flag sprinkler/irrigation heads prior to performing this task.

Fertilization (per Specification 34)

Ballfields 3 and 5 are to be fertilized 5 times per year. This will be scheduled by the Director.

Overseeding

Field 5 is to be over seeded in November with a winter rye seed mix at a rate 10-12 lbs./1000 square feet.

Broadleaf Control for Ballfield Number 5 (per Specification 55)

For optimum results, the application for broadleaf control or eradication shall be accomplished in early spring, subject to weather conditions and as scheduled by the Director. The chemical used must be approved by the Director.

In the event that weather conditions delay application of chemicals for broadleaf control, this task may be eliminated, and billing adjusted accordingly. This will be done 3 times per year April through November.

73.2 PICNIC AREAS/SHELTERS

Bi-annual Operation

Clean out hot coal receptacles, report any missing parts, and thoroughly remove all coals and debris from the receptacles.

73.3 DOG WASTE STATIONS

The Contractor shall maintain dog waste stations by performing the following daily operations:

- a. Dog waste stations shall be cleaned and disinfected.
- b. The Contractor shall replenish dog waste bags prior to 7:00 a.m.
- c. The County will provide the dog waste bags.
- d. The Contractor shall empty the Dog waste receptacles prior to 7:00 a.m.
Trash can liners/trash bags are to be provided by the Contractor.

The County shall be responsible for the repair or replacement of dog waste stations and fixtures. Additional compensation may be authorized, at the discretion of the Director, for the Contractor to perform said work.

***EL CARISO COMMUNITY REGIONAL PARK
EXHIBIT A1 - STATEMENT OF WORK
Attachments***

Attachment 1 Technical Exhibits

Attachment 2 Contractor Discrepancy Form

Attachment 3 COVID-19 Cleaning and Disinfection Protocols

**El Cariso Community Regional Park
Statement of Work Technical Exhibits
Park Maintenance Services**

**Public Works Payroll Reporting Forms can be found through
the following Link:**

<https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>

**Required Chemical Licensing; Facts Sheets can be found
through the following Links:**

https://www.cdpr.ca.gov/docs/license/app_packets/pcb.pdf

https://www.cdpr.ca.gov/docs/license/app_packets/adviser.pdf

https://www.cdpr.ca.gov/docs/license/app_packets/qal.pdf

Contract Discrepancy Report (Attached)

Verbal Notification of a Contract Discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract Discrepancy is identified.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

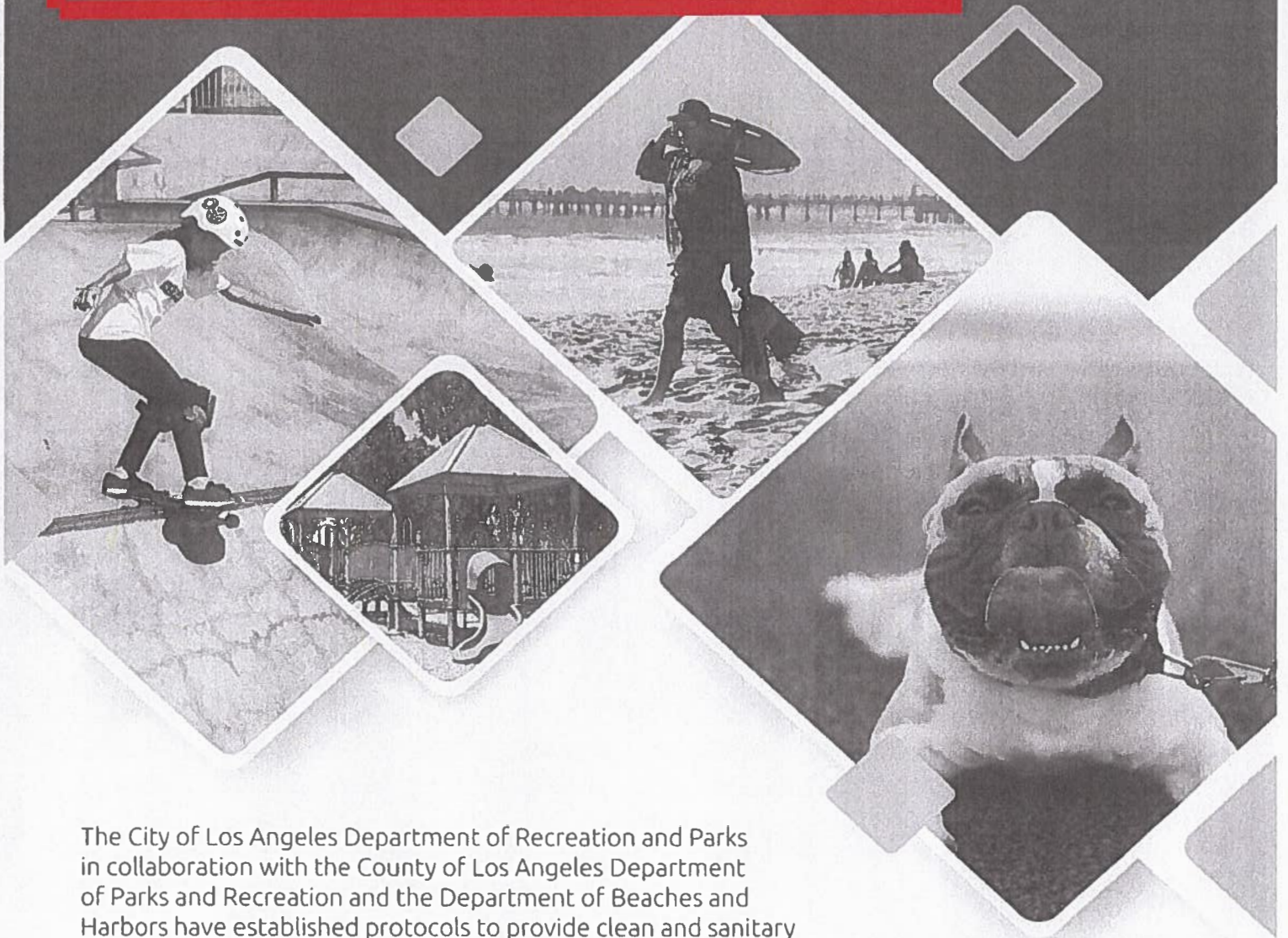
COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

COVID-19 Prevention: Cleaning and Disinfection Protocols



The City of Los Angeles Department of Recreation and Parks in collaboration with the County of Los Angeles Department of Parks and Recreation and the Department of Beaches and Harbors have established protocols to provide clean and sanitary amenities, which includes cleaning and disinfection.

The organizations have shared best practices as it relates to cleaning methods, supplies, and equipment used during this COVID-19 period. Cleaning frequency and tasks will be decided by individual agencies as it relates to their Department's needs. All staff that will be working in a cleaning capacity will be asked to wear Personal Protective Equipment (PPE).



Disinfection for SARS-CoV-2

Currently, the various agencies have access to several products that are effective against the **Coronavirus (SARS-CoV-2)** as listed by the Environmental Protection Agency (EPA).

This guidance is intended for employees from these three agencies who need to effectively clean and/or disinfect common non-porous contact surfaces (such as tables, doorknobs, light switches, handles, counters, etc.).

Please read the instructions on the cleaning product label for the safe and effective use of each product, including the precautions you must take when applying the product (such as wearing gloves and making sure there is good ventilation while applying the product).

Always consult the available Safety Data Sheet or SDS before using the product and ensure you understand the SDS. Your supervisor can provide you with a copy of the relevant SDS and where you can find a copy of it.

For the purpose of this guidance, disposable gloves are to be used to prevent direct contact with the surfaces being cleaned/disinfected and the ingredients in the product(s).

Please note that the Centers for Disease Control and Prevention or CDC recommends that "If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection."

Department Approved Disinfectants

RTU-Ready to Use Products

- Purell Professional Surface Disinfectant
- Lysol Disinfectant Spray Instructions
- Claire Disinfectant Spray Q
- SNIPEr Hospital Disinfectant
- CaviCide
- QT-TB
- Enzyme Cleaner

RTU Wipes • Lysol Disinfecting Wipes (All Scents)

Dilutables *Eye protection & access to eye wash stations (must provide a minimum 15 minutes of flow) is required for dilutables.*

- Reliable Brand Pine Multi-Surface Disinfectant
- Pure Bright Germicidal Ultra Bleach
- Maintex Citra-Cide Disinfectant Cleaner



II. Child Care Facilities

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

Step	Action
1	N/A
2	N/A
3	Clean all restrooms, both inside and outside of recreation center, and common areas. Restock toilet paper, hand towels, toilet seat covers, and hand soap and empty trash cans as needed
4	Routinely clean, sanitize, and disinfect surfaces and objects that are frequently touched such as door knobs, light switches, drinking fountains, classroom sink faucet handles, countertops, nap pads, hand rails, desks, chairs, cubbies, tablets, keyboards, puzzles, building blocks, toys, games, and any other hightouch surfaces throughout the facility on an hourly basis or as needed.
5	Clean kitchen area, sweep and mop, and disinfect counter tops and all serving tables as needed
6	N/A
7	You are required to secure and store all supplies and cleaning materials when not in use in a locked and secured area.
8	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



III. Restrooms

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

Safety Data Sheet (SDS) and practice social distancing.

Prior to any cleaning of restrooms, the disinfecting process must take place using one of the approved disinfectants the Department has provided.

All restrooms shall be cleaned thoroughly in accordance with the following tasks. All tasks shall be completed with restrooms opened for public use prior to 8:00 am. In addition, restrooms shall be inspected, sanitized (including all frequently touched surfaces), and restocked two additional times throughout the day.

Step	Action
1	Immediately notify supervisor of any irregularities or hazards.
2	Pick up debris and trash, then sweep floor. Removed articles are not to be swept outside of the restroom.
3	Empty trash and replace napkin receptacles, and replace liners as needed.
4	Check and refill all dispensers as needed.
5	Remove graffiti using removal materials or other scrubbing techniques.
6	Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.
7	Disinfect the inside, top, and bottom of toilets, seats, urinals, fixtures, and surrounding surfaces.
8	Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.
9	Disinfect around urinals, under sinks, around drains, and other area where bacteria might breed.
10	Disinfect sinks, dispensers, baby changing stations, receptacles, trash containers, benches, and surrounding walls.
11	Clean mirrors.
12	Scrub sinks and wipe dry.
13	Scrub inside surface of toilets/urinals including upper lip. Do not flush.
14	Scrub outside of toilets, urinals, and rear wall.
15	Wipe toilet seats, bowls, urinals, and fixtures until dry.



III. Restrooms (continued)

Step	Action
16	Spot clean walls and wipe dry.
17	Disinfect and mop floors. Leave floor as dry as possible.
18	Wipe off cove base and remove mop strands caught around posts, etc.
19	Replace receptacles and trash containers following their cleaning.
20	Deodorize the restrooms.
21	Report running water, broken fixtures, or plugged sewer lines that cannot be normalized or isolated to supervisor. Lock restroom.
22	Remove graffiti from outside of the restroom building and wash off any dirt clods, mud, or foreign material.
23	Clean top and sides of drinking fountains outside of restrooms. Clean drains.
24	Disinfect drinking fountains, scrub fixtures, and dry.
25	If showers available, disinfect knobs, railing, and handicap benches in shower areas.
26	All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.
27	Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet demands.
28	All leaking fixtures, clogged drains, stopped up or damaged basins, toilets or urinals, and damaged or inoperable lighting fixtures that cannot be repaired by the following are to be reported to the supervisor. a. Tightened to stop leaks. b. Unclog by using a plunger.
29	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available. Soap and water should be used if hands are visibly soiled.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



IV. Interior Buildings

Safety Data Sheet (SDS) and practice social distancing.

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

Prior to any cleaning of the interior building, sanitize and wipe all frequent touched surfaces.

Interior buildings include, but not limited to, multi-purpose rooms, recreation offices, stages, gyms, all interior and exterior restrooms, dressing rooms, class rooms, kitchens, maintenance offices, sheds, and utility offices.

Step	Action
1	Pick-up debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
2	Dust counter tops and other horizontal surfaces.
3	Remove, empty, clean and disinfect all trash receptacles.
4	Stack chairs on tables and clear floor area.
5	Removal all graffiti using graffiti removal materials or scrubbing techniques.
6	Clean doors, door frames, light switch, kick and push plates, and handles.
7	Clean and disinfect top and side of drinking fountains, and scrub and dry fixtures
8	Sweep and dust mop floors making sure to clean corners and around obstacles.
9	Spot mop around entry ways, and all stains and spills.
10	Deodorize room.
11	All areas shall be left clean and free of streaks, stains, film, debris, water spots, and odors.
12	Thoroughly vacuum carpeted floors, making sure to clean corners and around obstacles.
13	Clean and disinfect all furniture including desks, chairs, and tables.
14	Clean and disinfect cabinets, book cases, and shelves.
15	Empty, clean, and sanitize all kitchen trash containers.
16	Thoroughly mop and disinfect kitchen floor, making sure to clean corners and around other obstacles.
17	Inspect and refill all kitchen dispensers.
18	Wash and sanitize all kitchen walls, splash boards, cupboard doors, and dispensers.
19	Sweep and dust wood floors and tile with a dust mop daily.
20	Spot clean and remove foreign material from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
21	Inspect and submit job orders as needed.
22	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available. Soap and water should be used if hands are visibly soiled.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



VII. Playgrounds and Fitness Equipment

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

As part of standard infection control practices, routine cleaning should be ongoing. Surfaces touched most frequently should be prioritized for routine cleaning.

Step	Action
1	Close off areas as needed for cleaning and disinfection.
2	Always clean surfaces prior to use of disinfectants in order to reduce soil and remove germs.
3	Disinfect all touch points, not just the frequently touched surfaces. To make the process easier, consider using a manual sprayer or equipment such as electrostatic sprayers, foggers, and misters to make sure hard to reach surfaces are not missed.
4	Allow for surfaces to air dry or wipe dry after recommended dwell time based on manufacturer's SDS.
5	You are required to secure and store all supplies and cleaning materials when not in use in a locked and secured area.
6	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.



VIII. Dog Parks

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

As part of standard infection control practices, routine cleaning should be ongoing. Surfaces touched most frequently should be prioritized for routine cleaning.

Please encourage park goers to take extra precautions to stay healthy and safe by maintaining social distancing and wearing face masks while visiting the park. Signage should also be in place.

Step	Action
1	Empty trash receptacles and address all graffiti concerns.
2	Replace trash liners and resupply dog waste bags.
3	Always clean surfaces prior to use of disinfectants in order to reduce soil and remove germs.
4	Disinfect all frequently touched surfaces such as hydration stations, park benches, pooper scoopers, entry gate handles, bag stations, and amenities.
5	Allow for surfaces to air dry or wipe dry after recommended dwell time based on manufacturer's SDS.
6	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.

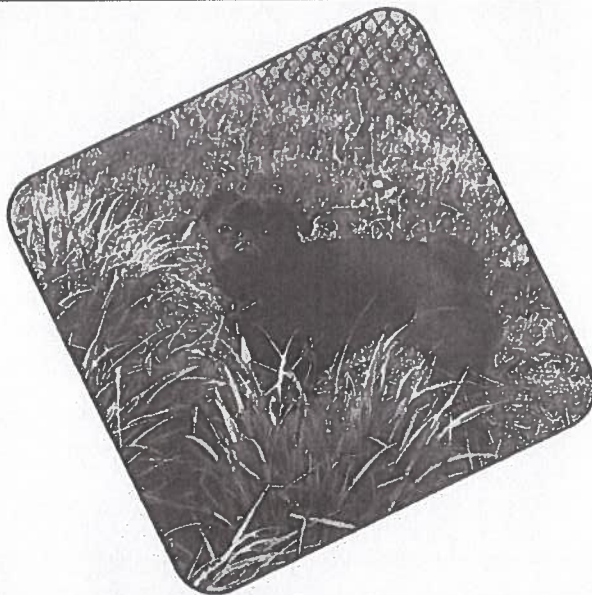


Exhibit B
Pricing and Billing Schedule and Performance Frequencies
El Cariso Community Regional Park

EL CARISO COMMUNITY REGIONAL PARK 13100 Hubbard Street, Sylmar Turf Square Footage: Approximately 80 acres	Frequency	Cost Per Frequency*	Annual Cost
GROUP I			
1. Mowing Operations to be performed as specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS SECTION 13,			
a. General Turf Areas April thru Nov once weekly, 35 Yearly Frequencies; Dec thru Mar once every two weeks, 8 Yearly Frequencies.	43	<u>\$2,370.00</u>	<u>\$101,910.00</u>
b. Specialized Areas			
i. Ballfield # 3 April thru Nov twice weekly, Dec thru March once per week	83	<u>\$200.00</u>	<u>\$16,600.00</u>
ii. Ballfield # 5 April thru Nov twice weekly, Dec thru March once per week	83	<u>\$200.00</u>	<u>\$16,600.00</u>
Perform task as specified once per week on Friday			
2. Group I Site Inspection and Reporting Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 14	83	<u>\$1.00</u>	<u>\$83.00</u>
3. Group I Management/Supervision Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 15	83	<u>\$1.00</u>	<u>\$83.00</u>
Group I Total On-Going Costs Per Year			<u>\$135,276.00</u>
GROUP II			
4. Mechanical Edging Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 16			
a. Turf Areas	43	<u>\$70.00</u>	<u>\$3,010.00</u>
b. Ground Cover Areas (Twice in a month)	24	<u>\$58.00</u>	<u>\$1,392.00</u>
5. Weed Removal Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 17			
a. Walks, Beds, Planters, Hardscape (Once per week)	52	<u>\$87.00</u>	<u>\$4,524.00</u>
b. Bare Areas (Once per month)	12	<u>\$110.00</u>	<u>\$1,320.00</u>
c. Undeveloped Areas (Once per month)	12	<u>\$100.00</u>	<u>\$1,200.00</u>
6. Litter Control Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 18			
a. Developed Areas (Daily)	364	<u>\$38.00</u>	<u>\$13,832.00</u>
b. Undeveloped Areas (Once per week)	52	<u>\$38.00</u>	<u>\$1,976.00</u>
c. Dog waste stations Clean and Sanitize Daily	364	<u>\$7.00</u>	<u>\$2,548.00</u>
7. Empty Exterior Trash Containers (daily) Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 19	364	<u>\$17.00</u>	<u>\$6,188.00</u>
8. Trash Bin Contents-Removal From Site Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 20	52	<u>\$550.00</u>	<u>\$28,600.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EL CARISO COMMUNITY REGIONAL PARK	Frequency	Cost Per Frequency*	Annual Cost
GROUP II continued			
9. Raking			
Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 21			
a. Turf Under Trees (Once per month)	12	<u>\$29.00</u>	<u>\$348.00</u>
b. Planter Beds and Planters (Once per week)	52	<u>\$24.00</u>	<u>\$1,248.00</u>
10. Clearance Pruning/Hedge Trimming			
Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 22			
a. Tree Clearance (Once per month)	12	<u>\$58.00</u>	<u>\$696.00</u>
b. Shrub Pruning (Once per month)	12	<u>\$58.00</u>	<u>\$696.00</u>
c. Hedge Shaping and Trimming (Once per month)	12	<u>\$58.00</u>	<u>\$696.00</u>
d. Ground Cover Thinning (Once per month)	12	<u>\$58.00</u>	<u>\$696.00</u>
11. Sweeping			
Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 23			
a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts & Basketball Courts (Tasks performed daily)	364	<u>\$42.00</u>	<u>\$15,288.00</u>
b. Picnic Table Pads (Daily)	364	<u>\$21.00</u>	<u>\$7,644.00</u>
c. Picnic Shelters, Patios (Daily)	364	<u>\$6.00</u>	<u>\$2,184.00</u>
12. Washing			
Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 24			
a. Tennis Courts/Hand Ball Court/Baseball Dugouts (Once per week)	52	<u>\$28.50</u>	<u>\$1,482.00</u>
b. Picnic Tables and Pads (Three times per week)	156	<u>\$21.00</u>	<u>\$3,276.00</u>
c. Patio/Designated Areas Used for Food Service* (Once per day, Mon-Fri. before 10 a.m. starting the first week day following July 4th through the last Friday before Labor Day.)	N/A		
d. Picnic Shelters (Three times per week)	156	<u>\$21.00</u>	<u>\$3,276.00</u>
d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by Director	156	<u>\$14.00</u>	<u>\$2,184.00</u>
13. Graffiti Control			
Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 25			
a. Interior (Daily)	364	<u>\$14.00</u>	<u>\$5,096.00</u>
b. Exterior (Daily)	364	<u>\$14.00</u>	<u>\$5,096.00</u>
14. Sand/Wood Chips Play Area/Playground Equipment & Fitness Zone			
Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 26			
a. Inspect Playground Site and Fitness Zone Equipment for Safety (Daily)	364	<u>\$4.50</u>	<u>\$1,638.00</u>
b. Maintain Sand/Wood Chips Play Area(s) Per Specification Sect. 26.4.5 & 26.4.6	364	<u>\$14.00</u>	<u>\$5,096.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EL CARISO COMMUNITY REGIONAL PARK	Frequency	Cost Per Frequency*	Annual Cost
GROUP II continued			
c. Sweep Walks Around Play Area & Return Sand/Wood Chips to Play Area (daily)	364	<u>\$7.25</u>	<u>\$2,639.00</u>
d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by Director	364	<u>\$14.00</u>	<u>\$5,096.00</u>
15. Picnic Areas/Shelters & Similar Appurtenances Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 31			
a. Daily Operations	364	<u>\$7.25</u>	<u>\$2,639.00</u>
b. Weekly Operations	52	<u>\$7.25</u>	<u>\$377.00</u>
74.2 c. Bi-annual Operation	2	<u>\$85.00</u>	<u>\$170.00</u>
d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by Director	364	<u>\$7.25</u>	<u>\$2,639.00</u>
16. Drinking Fountains Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 32			
a. Daily Operations	364	<u>\$7.25</u>	<u>\$2,639.00</u>
b. COVID Cleaning /Disinfecting Cleaning and Disinfecting Tasks performed as instructed by Director	364	<u>\$7.25</u>	<u>\$2,639.00</u>
17. Aerification Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 33			
a. Per Specification (Three per year, April thru November, as directed by Director)	3	<u>\$500.00</u>	<u>\$1,500.00</u>
74.1 b. Ballfields 3 and 5	5	<u>\$115.00</u>	<u>\$575.00</u>
18. Fertilization Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 34			
a. Per Specification Three per year, as scheduled by the Director following Broadleaf eradication.	3	<u>\$3,000.00</u>	<u>\$9,000.00</u>
74.1 b. Ballfields 3 and 5	5	<u>\$300.00</u>	<u>\$1,500.00</u>
19. Rodent Control Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 35			
a. Per Specification (Once per week)	52	<u>\$85.00</u>	<u>\$4,420.00</u>
b. Per Specification (April thru Nov., once weekly (35); Dec. thru March, every 2 weeks (8))	43	<u>\$43.00</u>	<u>\$1,849.00</u>
20. Swales and Drains Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 36			
a. Per Specification (Once per week)	52	<u>\$25.00</u>	<u>\$1,300.00</u>
21. Service Yards and Storage Areas Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 37			
a. Per Specification (Once per week)	52	<u>\$28.00</u>	<u>\$1,456.00</u>
22. Group II Site Inspection and Reporting Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 38	364	<u>\$1.00</u>	<u>\$364.00</u>
23. Group II Management/Supervision Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 39	364	<u>\$1.00</u>	<u>\$364.00</u>

Group II Total On-Going Costs Per Year \$162,396.00

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EL CARISO COMMUNITY REGIONAL PARK		Frequency	Cost Per Frequency*	Annual Cost
GROUP III				
24. Sports Field Maintenance Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 40				
	a. Ballfield Preparation for each Diamond Per Recreation Schedule 364*5	1820	\$14.50	\$26,390.00
	b. Periodic Preparations for each diamond (Once per month 12x5)	60	\$29.00	\$1,740.00
	c. Detailing Sports Field Areas (Once per week 26x5)	260	\$29.00	\$7,540.00
	d. Horseshoe Pit Maintenance * (Twice per week 104x2)	208	\$7.25	\$1,508.00
74.1	e. Overseeding/Top Dressing Ballfield No. 5 1 time per year in November as instructed by the Director or designee.	1	\$3,750.00	\$3,750.00
	25. Group III Site Inspection and Reporting Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 41	364	\$1.00	\$364.00
	26. Group III Management/Supervision Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 42	364	\$1.00	\$364.00
Group III Total On-Going Costs Per Year				\$41,656.00
GROUP IV				
27. Building Maintenance Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 43				
a. Basic Interior Building Maintenance				
	Level I - Requires full agreement mandates plus additional stipulated functions	364	\$24.50	\$8,918.00
	Level II - Requires full agreement mandates* (Three time per week: Monday, Wednesday, Friday)	N/A		
	Level III - Requires that daily and weekly agreement mandates be performed together once weekly	N/A		
b. Periodic Interior Building Maintenance Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 44				
	Weekly	52	\$14.50	\$754.00
	Monthly	12	\$14.50	\$174.00
	c. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by Director	364	\$14.00	\$5,096.00
Gymnasium Building Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 45				
	d. Gymnasium Floor	N/A		
	e. Shower & Locker Rooms Maint. ** (Three time per week: Monday, Wednesday, Friday)	N/A		
	f. Weight Room	N/A		
	28. Inspect/Replace Exterior Security Lights Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 46 (Once per month)	N/A		
	29. Hose Off Exterior of Building & Adjacent Plants Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 47 (Once per month)	N/A		

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

**Shower/locker rooms shall be thoroughly cleaned using appropriate steps identified in restroom maintenance procedures.

EL CARISO COMMUNITY REGIONAL PARK	Frequency	Cost Per Frequency*	Annual Cost
GROUP IV continued			
30. a. Clean Interior/Exterior Storage & Maintenance Rooms Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 48 (Once per week)	52	<u>\$4.00</u>	<u>\$208.00</u>
b. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by Director	52	<u>\$14.00</u>	<u>\$728.00</u>
31. Daily Restroom Maintenance Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 49			
a. Interior Restrooms			
First cleaning performed prior to 8:00am	364	<u>\$30.00</u>	<u>\$10,920.00</u>
Second cleaning performed after 1:00pm, but prior to 2:30pm	364	<u>\$14.25</u>	<u>\$5,187.00</u>
b. Comfort Stations			
First cleaning performed prior to 8:00am	364	<u>\$40.00</u>	<u>\$14,560.00</u>
Second cleaning performed after 1:00pm, but prior to 2:30pm	364	<u>\$20.00</u>	<u>\$7,280.00</u>
c. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks as instructed by the Director	364	<u>\$14.00</u>	<u>\$5,096.00</u>
32. Weekly Restroom Maintenance Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 50			
a. Interior Restrooms	52	<u>\$85.00</u>	<u>\$4,420.00</u>
b. Comfort Stations	52	<u>\$85.00</u>	<u>\$4,420.00</u>
33 Group IV Site Inspection and Reporting Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 52	364	<u>\$1.00</u>	<u>\$364.00</u>
34 Group IV Management/Supervision Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 53	364	<u>\$1.00</u>	<u>\$364.00</u>
Group IV Total On-Going costs Per Year			<u>\$68,489.00</u>
GROUP V			
35 Chemical Application Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 54 & 55			
a. Turf - detailing general turf areas with systemic herbicides (Once each month)	12	<u>\$750.00</u>	<u>\$9,000.00</u>
b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides	12	<u>\$600.00</u>	<u>\$7,200.00</u>
c. Broadleaf Control in Turf Areas, for ballfield 5	3	<u>\$400.00</u>	<u>\$1,200.00</u>
36 Group V Site Inspection and Reporting Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 57	12	<u>\$1.00</u>	<u>\$12.00</u>
37 Group V Management/Supervision Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 58	12	<u>\$1.00</u>	<u>\$12.00</u>
Group V Total On-Going Costs Per Year			<u>\$17,424.00</u>

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

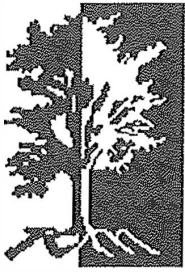
EL CARISO COMMUNITY REGIONAL PARK		Frequency	Cost Per Frequency*	Annual Cost
GROUP VI		Frequency	Cost per Frequency	Annual Cost
38	Irrigation/Watering Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 59			
	a. Valve Box Integrity & Visual System Check Tasks performed Daily	364	<u>\$1.00</u>	<u>\$364.00</u>
	b. Inspect and Make Adjustments (Once per week)	52	<u>\$187.00</u>	<u>\$9,724.00</u>
	c. Test System Operability, Ongoing Repair of System Components & Response to Intermittent Malfunctions Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 60 (Once per week)	52	<u>\$187.00</u>	<u>\$9,724.00</u>
39	Group VI Site Inspection and Reporting Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 61	364	<u>\$1.00</u>	<u>\$364.00</u>
40	Group VI Management/Supervision Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 62	364	<u>\$1.00</u>	<u>\$364.00</u>
Group VI Total On-Going Costs Per Year				<u>\$20,540.00</u>

HOURS AND DAYS OF MAINTENANCE SERVICES
 The basic daily hours of maintenance service shall be January through December, 6:30 a.m. to 2:30 p.m.

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

ANNUAL COSTS

GROUP I	<u>\$135,276.00</u>
GROUP II	<u>\$162,396.00</u>
GROUP III	<u>\$41,656.00</u>
GROUP IV	<u>\$68,489.00</u>
GROUP V	<u>\$17,424.00</u>
GROUP VI	<u>\$20,540.00</u>
TOTAL ANNUAL COSTS	<u>\$445,781.00</u>



CSLB C-27 / 775631

RICH MEIER'S LANDSCAPING, INC.

41636 50TH STREET WEST LANCASTER, CA 93536

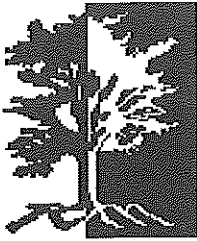
PH# 661/718-0523 * FX# 661/718-0793

E-mail: rmlandscape@verizon.net

EKHIBIT C

Proposer's Quality Control Plan

Proposer's Green Initiatives/Organic Waste Disposal



CSLB C-27 1775631

RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

El Cariso Regional Park

Monitoring Personnel

Maintenance Superintendent: Richard Cambaliza has 27 years' experience in all of Landscape Maintenance with many of those years dealing with public agencies such as Los Angeles County Parks & Recreation, City of Palmdale and L.A. County Department of Public Works.

Foreman: Leopoldo Mireles has 15 years' experience as a Foreman at Rich Meier's Landscaping, Inc.. He has extensive knowledge in Park Maintenance, Mowing and irrigation.

PCA Advisor: Thomas D. Van Der Weide has over 20 years' experience as a Pest Control Advisor.

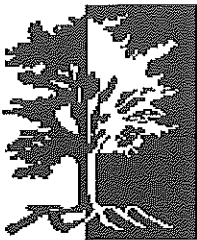
QAL Applicator: Raul Valeriano has 40 years' experience in all aspects of Agricultural Pest Control and Application

Certified Arborist: Mark Etherton – Over 30 years experience.

Quality Work Control Plan

Daily/Weekly/Monthly Supervision:

1. A Supervisor will inspect the worksite and report to the Department of Parks & recreation Works a daily and/or weekly basis.
2. A Supervisor will oversee and regulate based on the landscape maintenance contract.
3. A Supervisor will oversee any irrigation inspection, repair, and maintenance.
4. A Supervisor will report any injuries within one hour of occurrence to the President.
5. Rich Meier's Landscaping Inc. (RML Inc) will respond immediately to any public or county complaints regarding any maintenance issue upon notification or as directed by a county representative.
6. Final inspection of work by assigned on-site supervisors to ensure after each workday for the assurance of proper clean up on daily basis.
7. If any hazardous material is taken notice, RML Inc will report it to the Department of Parks & Recreation works field supervisor immediately.
8. RML Inc will maintain daily records of hours worked by each employee in addition to daily records of work completed.
9. An RML Inc authorized representative will meet with the Department of Dept. of Parks & Recreation representative to review each week's work. This will also serve as an opportunity to receive special instructions and to discuss any problems encountered



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on the job. In addition, the RML Inc representative will inform the Department of Parks & recreation representative of any changes to the following week's schedule.

10. RML Inc will notify the Department of Parks & recreation if there are any changes in the start date of each location at least 24 hours in advance. If RML Inc discontinues work for any reason; the Department of Parks & recreation will be notified immediately of the reason for the shut down. Examples would be weather conditions.

Mowing and Edging

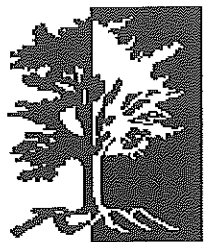
1. Mowing and edging will be performance per the county's task frequency and statement of work.
2. All RML Inc employees are fully trained as to the use and safeties of all equipment used for maintenance and are monitored with quarterly safety training.
3. RML Inc will inspect the site prior to mowing to ensure that excessively wet turf not to be driven on and any litter will be picked up prior to mowing.
4. RML Inc will clean up all turf edges (not limited to : edges next to sidewalks, drives, curbs, shrub beds, flower beds, ground cover beds, around the bases, and along lakes and streams) neatly trimmed to for a uniform line in a well-defined V-shape edge that extends in to the soil.
5. RML Inc will clean up the walkways immediately (debris/clippings from mowing and edging).

Weed Removal and Control

1. RML Inc will remove and/or control all types of weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavements, driveways, roadways, slopes, hillsides, bare areas, mulching areas, and undeveloped areas that is outlined in the RFP.
2. Weeds will be removed by hand, cultivation, mulching or chemical eradication where necessary.

Litter Control

1. RML Inc will remove all types of trash and other undesirable materials and debris that are within the landscaping area.
2. Litter control will be performed weekly as early in the day as possible and completed per the statement of work.
3. RML Inc will clear all debris, and litter from all the premises stated in the contract.
4. All litter will be removed and disposed at the RML Inc headquarters.



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5. A Supervisor will inspect the grounds for any additional litter after the completion of litter removal by the foreman.

Raking and Sweeping Operations

1. RML Inc will remove leaves from all landscaped areas on the premises as stated in the contract.
2. RML Inc will sweep at the end of the day with the use of: Power backpack blowers, Brooms, and Push power Blowers.

Shrubbery

1. RML Inc will remove all dead, weak, diseased, insect-infested, damaged shrubs and limbs from shrubs upon approval.
2. All ground cover will be pruned to maintain a neat edge along all planter box walls.
3. RML Inc will prevent the encroachment of shrubbery and ground cover along curbs, roadways and sidewalks. RML Inc will maintain the roadway and sidewalks and routinely remove weeds and debris.
4. All cuts on shrubberies will be made sufficiently close and flush if possible to the parent stem so that healing can start. No stubs will be permitted.
5. RML Inc trim shrubbery onto adjacent roads, driveways and walkways to maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery, bushes, and hedges shall be kept trimmed to a maximum height of four feet or as directed by Department of Public Works.
6. RML Inc will dispose of all debris at RML Inc headquarters.

Arborist Work

1. RML Inc will perform all of tree trimming per contract.
2. RML Inc will notify staff arborist and county of all dead or infected trees

Groundcover Operations

1. RML Inc will remove dead or diseases runners as they develop in the ground cover areas of the project.
2. RML Inc will keep ground away from paved surfaces, valve boxes and street curbs.
3. Groundcover will be trimmed to look natural and not sheared off.
4. Groundcover maintenance will be done on a routine basis and be kept in high standard.

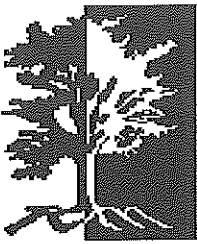
Aerification Operations

1. RML Inc will aerate all turf areas through the use of an aerator.
2. The aerator will remove ½ inch cores that are 2 inches deep but not more than 6 inches of spacing.
3. RML Inc will rake and remove all of the aerator cores to dispose of at the RML Inc headquarters.

Pest Control

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Approved chemicals will be used for the control of rodents and follow all state, Mandates on the Application of rodenticides and will be applied by our licensed applicator.

Chemical Edging Detailing Operations

1. Prior to application a knowledgeable RML Inc employee will determine the practicality of the operation.
2. Material safety Data sheets (MSDS) for each chemical shall be kept on site.
3. All chemicals used by RML Inc will be in accordance with the RFP specs.
4. RML Inc employees will use all precautionary measures when using chemicals in public access areas.

Watering and Irrigation Systems Management

1. RML Inc is responsible for the inspecting and reporting to the Department of Public Works field supervisor regarding any malfunction of but not limited to: controller, control valve, quick coupler, and any irrigation main line and lateral line damages.
2. RML Inc will manage of the irrigation system to control the amount of water given to different plants.
3. If any irrigation is found to be worn out during the inspection, then RML Inc will report these findings to a Department of Public Works representative.
4. Any missing valve box covers will be reported to a Department of Parks and Recreation representative by the end of each workday.
5. RML Inc will repair, clean, and/or replace damaged bubbler heads.
6. RML Inc will clean or replace clogged or damaged drip line emitters. In addition, broken drip lines will be repaired or replaced immediately.
7. The irrigation system will be under the supervision and management of RML Inc.
8. RML Inc will respond to requests from Department of Public Works pertaining to waterline breaks and other related emergencies that require the shut off of water or the irrigation system within 2 hours.
9. Irrigation system maintenance testing and repair will be according to the Scope of Work in the RFP.

INTRODUCTION

A healthy body temperature is maintained by the nervous system. As the body temperature increases, the body tries to maintain its normal temperature by transferring heat. Through sweating and blood flow to the skin, our bodies cool down. A heat-related illness occurs when our bodies can no longer transfer enough heat to keep us cool.

Four environmental factors affect the amount of stress a worker faces in a hot work area:

- Temperature
- Humidity
- Radiant heat (such as from the sun or a furnace)
- Air velocity

Other factors that can increase the possibility of heat-related illnesses are:

- Personal characteristics
- Age
- Weight
- Fitness
- Medical conditions
- Acclimation to heat

HEAT-RELATED ILLNESSES

When the body cannot dispose of excess heat, it will store it. Heat-related illnesses produce a high body temperature, which raises the body's core temperature and the heart rate increases. The following illnesses can occur when this happens:

- Heat rash (prickly heat), which occurs when the sweat ducts to the skin become blocked or swell. Symptoms are:
 - Scaly or red skin
 - Bumps or sores
 - Itchy or burning skin
- Heat cramps, which occur in muscles because sweating causes the body to lose water, salt, and minerals (electrolytes). Symptoms are:
 - Involuntary cramps
 - Intermittent cramps (they come and go)
- Heat edema (swelling), which can occur when you sit or stand for a long time in a hot environment. Symptoms are:
 - Swelling of the legs
 - Swelling of the ankles
 - Swelling of the hands
- Heat tetany (hyperventilation and heat stress), which is usually caused by short periods of stress in a hot environment. Symptoms are:
 - Hyperventilation
 - Respiratory problems
 - Numbness or tingling
 - Muscle Spasms

• Heat syncope (fainting), which occurs from low blood pressure when heat causes the blood vessels to expand (dilate) and body fluids move into the legs because of gravity.

Symptoms are:

- Dizziness
- Dry mouth
- Excessive thirst
- Headache
- Nausea
- Vomiting
- Excessive sweating
- Fainting

• Heat exhaustion (heat prostration), which generally develops when a person is working or exercising in hot weather and does not drink enough liquids to replace those lost liquids. Symptoms are:

- The worker can still sweat
- Weakness
- Fatigue
- Giddiness
- Nausea
- Headache
- Clammy, moist skin
- Redden or flushed complexion
- Slightly raised body temperature

• Heatstroke (sunstroke), which occurs when the body fails to regulate its own temperature and body temperature continues to rise, often to 105°F (40.6°C) or higher.

Symptoms are:

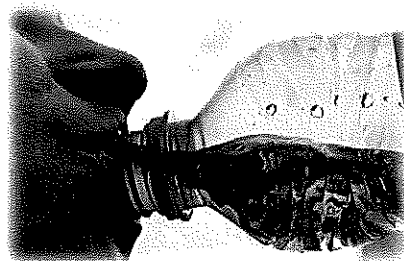
- High body temperature
- Absence of sweating
- Rapid pulse
- Difficulty breathing
- Strange behavior
- Hallucinations
- Confusion
- Agitation
- Disorientation
- Seizure
- Coma

Someone showing these symptoms should be moved to a cool place, have their unnecessary garments removed and their body cooled. Lost fluids and electrolytes should be replaced. Consult a doctor if the person can't keep the fluid down or doesn't recover promptly. **Heatstroke is a medical emergency. Even with immediate treatment, it can be life-threatening or cause serious long-term problems.**

CONCLUSION

Most heat related health problems can be prevented or risk reduced by following a few basic procedures.

- Good ventilation of an indoor facility
- Fans, evaporative cooling or mechanical refrigeration
- Acclimatization using short exposures followed by longer periods of work in the hot environment.
- Drink plenty of water
- Take frequent shade breaks
- Stay away from caffeinated drinks when working in hot environments
- Learn to recognize the symptoms of heat-related illnesses
- Use protective equipment (Hats, cool fabrics, etc.)





EL CARISO PARK, WEEKLY, MONTHLY TASK FREQUENCY LIST			S	M	T	W	T	F	S		
FREQ.#	Task	Description									
GROUP I											
1	Mowing	April thru November once per week - December thru March every two weeks - <i>SEE MOW SCHEDULE</i>	SEE MOW SCHEDULE								
2	Site Inspections and reporting	April thru November once per week - December thru March every two weeks - <i>SEE MOW SCHEDULE</i>	SEE MOW SCHEDULE								
3	Management/Supervision	April thru November once per week - December thru March every two weeks - <i>SEE MOW SCHEDULE</i>	SEE MOW SCHEDULE								
GROUP II											
4a	Mechanical Edging	April thru November once per week - December thru March every two weeks - <i>SEE MOW SCHEDULE</i>	SEE MOW SCHEDULE								
4b	Ground Cover Areas	<i>Once a Month - 2nd Week</i>	Once a Month 2nd Week								
5a	Weed removal	Walks,Beds,planters,Hardscape - <i>Once a week</i>						X			
5b,5c,5d,5e,5f,5g	Weed removal	Bare Areas, undeveloped Areas, Shimshaw Water Pump, Westside of Park between homes and perimeter fence,Shimshaw Ave exterior perimeter 10 feet outward, Sayre St. Exterior perimeter, calks, beds,planter and hardscape - <i>Once a month</i>	Once a Month 1st Week								
6a	Litter-Developed areas - All litter Tasks to be done before 10:00 a.m. daily	Developed areas-Walkways, roadways, service yards, between and around planted areas,steps, planters, drains, stream beds, areas on slopes from toe or top os slope to ten feet up or down the slope adjacent to developed areas, catch basins, play equipment, sand/fibar areas turfed area. <i>Daily - Monday thru Sunday</i>	X	X		X	X	X	X		
6b	Dog Waste Stations	Refilled before 10:00 a.m. Daily	X	X	X	X	X	X	X		
6c	Litter - Undeveloped Areas	Saturday, Sunday, Monday, Wednesday & Friday	X	X		X		X	X		
6d	Litter - Shimshaw water pump area	Every Friday						X			
6e	West Side of Park between homes and perimeter fence	<i>ONCE A WEEK</i>		X							
6f	Litter - Shimshaw	Litter - Shimshaw Avennue exterior perimeter 10 feet outward <i>ONCE A WEEK</i>		X							
7	Trash containers	Empty Before 10:00 a.m.	X	X	X	X	X	X	X		
8	Trash bin removal	<i>ONCE A WEEK</i>				X					
9a	Raking	Accumulation of leaves shall be removed from all landscaped areas including bed, planters and turf areas - <i>ONCE A WEEK</i>						X			
9b	Raking	Accumulation of leaves shall be removed from under all trees - <i>ONCE A MONTH</i>	Once a Month 2nd Week								
10a,10b,10c,10d,10e,10f	Clearance Pruning/Hedge trimming	Tree Clearance,Shrub Pruning,Hedge Shaping and trimming,Ground Cover thinning, Shimshaw tree clearance,Sayre St. Exterior hedge shaping and trimming <i>ONCE A MONTH</i>	Once a Month 3rd Week								
11a,11b, 11c	Sweeping-	Walkways,steps,hard court areas, picnic table pads,shelters,patios shall be cleaned but nor limited to the removal of all foreign objects from surfaces such as gum,grease,pail,graffiti,broken,glass,etc. <i>DAILY</i>	X	X	X	X	X	X	X		
11d	Sweeping-Shimshaw water pump	<i>ONCE A WEEK</i>						X			
12	Washing-Picnic Tables Pads	Picnic Table Pads, Shelters, Patios, and designated Hard Surface Areas shall be thoroughly washed and cleaned to remove accumulated materials <i>Daily</i>	X	X	X	X	X	X	X		
12b	Washing-Patio areas Used for Food Service	Patio areas used for food Service shall be washed and cleaned to remove accumulated materials befor 10:00 a.m. - <i>5 times weekly</i>	X	X		X		X	X		
COVID	COVID CLEANING/DISENFECTING	Cleaning and disinfecting tasks performed as instructed by Director <i>DAILY</i>	X	X	X	X	X	X	X		
13a,13b, 13c	Graffiti-Interior-Exterior-Shimshaw water pump	Graffiti eradication and control includes all surfaces to the following areas: Exterior: Walls-Park signs-Park Fountains,Wooden bridges and Play StructuresPicnic Pavilions-Patios-Tables and slabs-restrooms and comfort stations-County Service Yard and buldings-Concrete and block walls-Curbs in parking lot-Trash barrels-Doors-Interior:Park offices-meeting rooms-storage rooms-restrooms and comfort stations-all interior walls-doors-cabinets and windows <i>DAILY</i>	X	X	X	X	X	X	X		
14	Play Areas Sand/Fibar	All playground sites and equipment shall be inspected daily at the start of each workday and before 8:00 a.m. <i>DAILY</i>	X	X	X	X	X	X	X		
14A	Play Areas	Inspect Playground Site and Equipment for safety - <i>Daily</i>	X	X	X	X	X	X	X		
14b	Play Areas	Maintain Woodchip Areas - <i>Daily</i>	X	X	X	X	X	X	X		
14C	Play Areas	Sweep walks around play areas & return wood chips to Play area - <i>Daily</i>	X	X	X	X	X	X	X		
14d	COVID CLEANING/DISENFECTING	Cleaning and disinfecting tasks performed as instructed by Director <i>DAILY</i>	X	X	X	X	X	X	X		
15a	Picnic Areas & Shelters Daily	Inspect for safety tables, benches, braziers, fireplaces, fire rings, sinks and food prep surfaces, including shelters, empty trash containers, remove litter, spot clean and disenfect tables, pads and bvenches including all of the above. Remove ashes, partially burnt charcoal garbage, debris and leftover food. <i>DAILY</i>	X	X	X	X	X	X	X		
15c	Picnic Areas & Shelters Weekly	Clean and sanitize all pads, benches,walls, splashboards,cupboard doors, stoves, dispensers, sinks, trash containers and food preparation surfaces. Remove all tacks, staples, strings and other objects. <i>WEEKLY</i>		X							
15b	COVID CLEANING/DISENFECTING	Cleaning and disinfecting tasks performed as instructed by Director <i>DAILY</i>	X	X	X	X	X	X	X		
16a	Drinking Fountains	Clean and disinfect (interior and exterior), leaking fixtures, clogged or stopped up drains and damaged fountains that cannot be repaired by tightening the fixture to stop the leak, unclogged by using "Plumber's Helper" or a short snake to clear the drain shall be immediately reported to the director and there after in writing. For leaking fixtures the water valve shall be shut off. <i>DAILY</i>	X	X	X	X	X	X	X		

GROUP II	GROUP II CONTINUED						S	M	T	W	T	F	S
16b	COVID CLEANING/DISENFECTING	Cleaning and disinfecting tasks performed as instructed by Director DAILY	X	X	X	X	X	X	X	X	X	X	
17a	Aerification	Aerate all turf areas by using a device that removes cores to a depth of 2 inches and not more than 6 inch spacing. <u>Three times per year - APRIL THRU NOVEMBER AS INSTRUCTED BY DIRECTOR</u>	April - July - November										
18A	Fertilization	All fertilization/micronutrients shall be approved by the Director his designee prior to application - <u>three times a year</u> - Task will be performed as scheduled by the director following broadleaf eradication.	April - July - November										
19a	Rodent Control	All areas shall be maintained free of rodents, including but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees, and irrigation system. Fumitazin will be used for this control. Holes, mounds etc. shall be backfilled removed or raked level before mowing. <u>ONCE PER WEEK</u>		X									
19B	Rodent Control	Simshaw Water Pump Station - <u>ONCE A WEEK</u>		X									
19C	Rodent Control	Infestation eradication means the elimination of all rodents present at the time of treatment. After 48 hours if kill is not complete the area shall be retreated. <u>APRIL THRU NOV, ONCE WEEKLY (35) DEC THRU MARCH - EVERY TWO WEEKS</u>		X									
20a	Swales and Drains	Maintain all swales and drains free of siltation and debris so water has an unimpeded passage to outlet. Darains and collections boxes shall be cleaned and cleared of debris. Drain gates shall be inspected. <u>ONCE A WEEK</u>		X									
20b	Swales and Drains	Simshaw Water pump station - <u>ONCE A MONTH</u>	Once a Month 4th Week										
20c	Swales and Drains	West Side of park between homes and Perimeter fence - <u>ONCE A MONTH</u>	Once a Month 4th Week										
21	Service Yard and Storage Area	Dust, clean and sweep all storage rooms utilized by us. <u>ONCE A WEEK</u>					X						
22	Site Inspection and reporting	DAILY	X	X	X	X	X	X	X	X	X	X	
23	Management/Supervisions	DAILY	X	X	X	X	X	X	X	X	X	X	
GROUP III SPORTS FIELD MAINTENANCE - NOT APPLICABLE													
GROUP IV													
24a	Basic Interior Building Maintenance	DAILY - See Maintenance tasks section 43	X	X	X	X	X	X	X	X	X	X	
24b	COVID CLEANING/DISENFECTING	Cleaning and disinfecting tasks performed as instructed by Director DAILY	X	X	X	X	X	X	X	X	X	X	
24c	Periodic Interior Building Maintenance	Dust and disinfect all telephones - Machine buff resilient floors - <u>ONCE A WEEK</u>		X									
24c	Periodic Interior Building Maintenance	Wash all windows and glass doors. Strip, clean, refinish and machine polish resilient floors. Dust Venetian blinds. - <u>ONCE A MONTH</u>	Once a Month 1st Week										
25a	Clean Storage and Maintenance Rooms	Dust, clean and seep all storage and maintenance rooms - <u>ONCE A MONTH</u>	Once a Month 1st Week										
25b	COVID CLEANING/DISENFECTING	Cleaning and disinfecting tasks performed as instructed by Director <u>ONCE A MONTH</u>	Once a Month 1st Week										
26a	Daily Restroom Maintenance	Interior restrooms - <u>TWICE DAILY</u> - See Maintenance tasks section 49	X	X	X	X	X	X	X	X	X	X	
26b	Comfort Stations	Comfort Stations - <u>TWICE DAILY</u> - See Maintenance tasks section 49	X	X	X	X	X	X	X	X	X	X	
26c	COVID CLEANING/DISENFECTING	Cleaning and disinfecting tasks performed as instructed by Director DAILY	X	X	X	X	X	X	X	X	X	X	
27a	Weekly restroom Maintenance	Interior restrooms - <u>TWICE WEEKLY</u> - See Maintenance tasks section 50			X						X		
27b	Comfort Stations	Comfort Stations - <u>TWICE WEEKLY</u> - See Maintenance tasks section 50		X					X				
28	Site Inspection and reporting	DAILY	X	X	X	X	X	X	X	X	X	X	
29	Management and Supervision	DAILY	X	X	X	X	X	X	X	X	X	X	
GROUP V													
30a	Chemical Application	Detailing general turf areas with systemic herbicides <u>ONCE PER MONTH - MARCH THRU NOVEMBER</u>	ONCE A MONTH MARCH THRU NOV										
30b	Chemical Application	Beds, Planters, Walkways, Hard surfaces, Picnic Areas, Walkways, Curbs, Gutters, expansion Joints, roadways, Stream Beds with systemic herbicides - <u>ONCE A MONTH</u>	Once a Month 3rd Week										
30c	Chemical Application	Stimshaw water pump station with systemic herbicides - <u>ONCE A MONTH</u>	Once a Month 3rd Week										
31	Site Inspection and reporting	<u>ONCE A MONTH</u>	Once a Month 1st Week										
32	Management and Supervision	<u>ONCE A MONTH</u>	Once a Month 1st Week										
GROUP VI													
33a	Irrigation/Watering	Valve box integrity and visual system check - DAILY	X	X	X	X	X	X	X	X	X	X	
33b	Irrigation/Watering	Inspect and make adjustments - <u>ONCE A WEEK</u>										X	
33c	Irrigation/Watering	Test System for Operability, Ongoing repair and System Components and response to Intermittent Malfunctions - <u>ONCE A WEEK</u>										X	
34	Site Inspection and reporting	DAILY	X	X	X	X	X	X	X	X	X	X	
35	Management and Supervision	DAILY	X	X	X	X	X	X	X	X	X	X	
36	William S Hart regional Park	Campgrounds and Meadows - Fire Protection - <u>TWICE A YEAR - FIRST WEEK OF APRIL AND FIRST WEEK OF JULY</u>	April - July										

FACILITY _____

SUPERVISOR SITE INSPECTION CHECK LIST

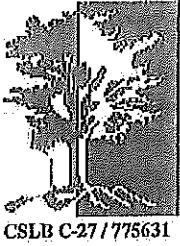
DATE _____

ITEM REPORT	NEEDS REPAIR	NEEDS CLEANING	COMMENTS/LOCATION OF PROBLEM
IRRIGATION			
BURN GRASS			
VALVE/LID BOX			
WATERING			
EDGING			
GRAFFITI			
PICNIC TABLES			

NOTES:

RICH MEIER'S LANDSCAPING - CHEMICAL REPORT
EL CARISO PARK

Date	Tree wells	D.G Area	Hardscape Area	Sidewalks	Picnic Areas	Other Areas	OZS. Used	Sprayed By (Print Name)



RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229



NOTE FOR EL CARISO PARK-2, 40 YARD DUMPSTERS WILL BE USED ONE FOR GREEN WASTE WHICH WILL BE REPLACED AS NEEDED. ONE FOR TRASH WHICH WILL BE REPLACED WEEKLY

RICH MEIER'S LANDSCAPING, INC. – GREEN INITIATIVES

Rich Meier's Landscaping, Inc. implemented a green company policy over 10 years ago. We pride ourselves on learning new ways to recycle and conserve water products and have passed these on to our customers in both our maintenance and Landscaping Divisions. Listed below are a few of our green policies.

- We recycle the trees we cut down and trim by using our chipper. We use this for bark and mulch in planters.
- We recycle our oil
- We use battery/electric golf carts at the parks we maintain
- We Use Mulching blades
- We Recycle all scrap metal from old machinery/tools
- We Promote Xeriscape landscaping to homeowners
- We use recycled paper in our office – Electronically correspond when possible
- Reuse all print cartridges
- Donate all cell phones for recycling

EXHIBIT D

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Robert Horio

Title: Regional Grounds Maintenance Supervisor

Address: 31320 North Castaic Road, Castaic CA 91384

Telephone: 661-257-6523 Facsimile: 661-295-0320

E-Mail Address: rhorio@parks.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Steve Dennis

Title: ARGMS

Address: 13000 Sayre St.
Sylmar 91342

Telephone: 818 364 9325 Facsimile: 661 295
0920

E-Mail Address:
sdennis@parks.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Danny Gonzalez

Title: Landscape Contract Monitor

Address: 13000 Sayre Street, Sylmar California 91342

Telephone: 818-364-9325 Facsimile: 661-295-0920

E-Mail Address: dgonzalez@parks.lacounty.gov

**EXHIBIT E
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: Rich Meier's Landscaping, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: Richard Cambaliza

Name: Richard Cambaliza

Title: Parks Maintenance Supervisor

Address: 652 West Avenue L14 Lancaster, CA 93534

Telephone: 661/723-2220 661/478-1646

Facsimile: 661/723-2223

E-Mail Address: rmlandscaping@verizon.net

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Richard Meier

Title: President

Address: 652 West Avenue L14 Lancaster, Ca 93534

Telephone: 661/723-2220 661/478-1848

Facsimile: 661/723-2223

E-Mail Address: rmlandscaping@verizon.net

Name: Anna Meier

Title: Vice President

Address: 652 West Avenue L14 Lancaster, Ca 93534

Telephone: 661/723-2220

Facsimile: 661/723-2223

E-Mail Address: rmlandscaping@verizon.net

Notices to Contractor shall be sent to the following:

Name: Richard Meier

Title: President

Address: 652 West Avenue L14 Lancaster, CA 93534

Telephone: 661/723-2220

Facsimile: 661/723-2223

E-Mail Address: rmlandscaping@verizon.net

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Rich Meier's Landscaping, Inc. Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

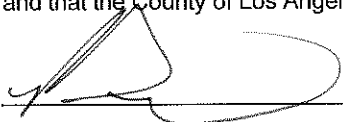
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____



DATE: 7/7/2023

PRINTED NAME: _____

Richard Meier

POSITION: _____

President

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind: a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the
Service, Building or Work Site
_____ day of _____, and ending the _____ day of
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature: Date:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

Smoking Ban Ordinance

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows-

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and
2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

EXHIBIT J
Site Maps
El Cariso Community Regional Park

Site Maps

Bike Path Map

Map of Areas not in Contract

Service Yard

Map for Planning Purposes Only



11/21/2022, 9:23:16 AM

DPR Parks (Points)  DPR Park Buildings



Golf

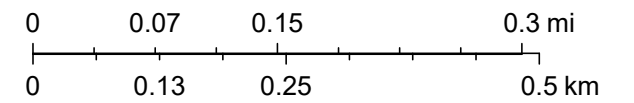


North

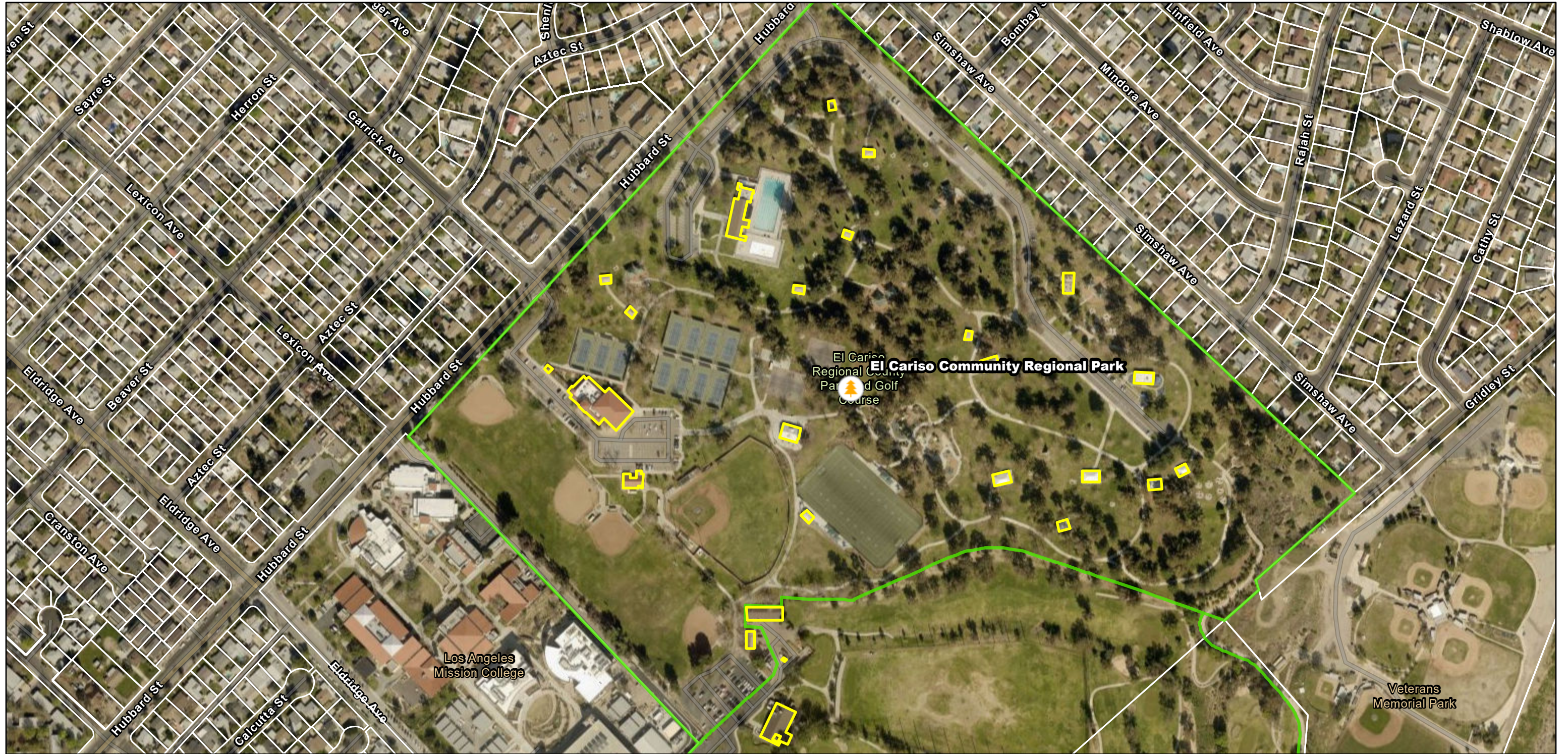
 DPR Park Facilities View - County Parks (Outline)

 2021 Supervisorial Districts (Black)

1:9,028



Map for Planning Purposes Only



11/21/2022, 9:20:15 AM

DPR Parks (Points)



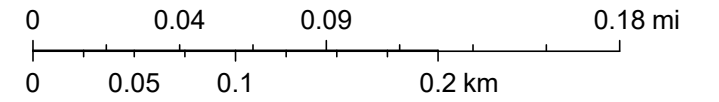
North

DPR Park Buildings

DPR Park Facilities View - County Parks (Outline)

2021 Supervisorial Districts (Black)

1:4,514





EL CARISO COUNTY GOLF COURSE
Maintenance Yard

Award Schedule and the Maximum Potential Contract Costs

Park Maintenance and/or Mowing Services for the Facilities/Parks (3 Contracts)

Facilities/Parks	Recommended Contractor	Contract Start Date	Annual Contract Sum <i>First Year Initial Term</i>	Annual Contract Sum <i>Second Year Initial Term</i>	Annual Contract Sum <i>Third Year Initial Term</i>	Annual Contract Sum <i>Option Year 1</i>	Annual Contract Sum <i>Option Year 2</i>	Month-to-Month Extension <i>Up to 6 Months</i>	Total Overall Contract Sum <i>No Contingency</i>	Maximum Potential Contract Sum <i>with 10% Contingency</i>
Peter F. Schabarum Regional Park	Parkwood Landscape Maintenance, Inc.	11/1/2022	\$30,229.00	\$30,229.00	\$30,229.00	\$30,229.00	\$30,229.00	\$15,114.50	\$166,259.50	\$182,885.45
La Crescenta Area Parks	Parkwood Landscape Maintenance, Inc.	11/1/2022	\$273,324.00	\$273,324.00	\$273,324.00	\$273,324.00	\$273,324.00	\$136,662.00	\$1,503,282.00	\$1,653,610.20
El Cariso Community Regional Park	Rich Meier's Landscaping, Inc.	12/1/2022	\$445,781.00	\$445,781.00	\$445,781.00	\$445,781.00	\$445,781.00	\$222,890.50	\$2,451,795.50	\$2,696,975.05

ATTACHMENT V

PROPOSITION A COST-EFFECTIVENESS SUMMARY MATRIX

Contract	Peter F. Schabarum Regional Park	La Crescenta Area Parks	El Cariso Community Regional Park	Total
Overall County Cost to Provide Services	\$ 178,010.95	\$ 589,012.53	\$ 642,317.83	\$ 1,409,341.31
Overall Cost of Contracting Services	\$ 30,229.00	\$ 273,324.00	\$ 445,781.00	\$ 749,334.00
Difference in Costs	\$147,781.95	\$315,688.53	\$196,536.83	\$ 660,007.31

Recommended Contract Costs

Facilities/Parks	Operating Budget Impact			
	Current Contract Costs	Recommended Contract Costs	Contract Increase/ (Decrease) Per FY	Total Contract Increase for FY 23-24
Peter F. Schabarum Regional Park	\$32,798.26	\$30,229.00	(\$2,569.26)	(\$1,712.84)
La Crescenta Area Parks	\$233,260.26	\$273,324.00	\$40,063.74	\$26,709.16
El Cariso Community Regional Park	\$272,897.70	\$445,781.00	\$172,883.30	\$100,848.59
Total	\$538,956.22	\$749,334.00	\$210,377.78	\$125,844.91

