

46 February 6, 2024


JEFF LEVINSON
INTERIM EXECUTIVE OFFICER
SKYE PATRICK
Library Director

February 06, 2024

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:

**AWARD CONTRACT FOR LANDSCAPE AND GROUND MAINTENANCE SERVICES
FOR LA COUNTY LIBRARIES WITHIN AREAS 3, 4 AND 5
(SUPERVISORIAL DISTRICTS 1, 2, AND 4) (3 VOTES)**

SUBJECT

Approve the proposed contract with Sepco Earthscape, Inc. to provide landscape and ground maintenance services at LA County Library facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Find that landscape and ground maintenance services for LA County Library facilities can be performed more economically by an independent contractor than by County employees.
3. Approve and instruct the Chair to sign one (1) contract to provide landscape and ground maintenance services with Sepco Earthscape, Inc., for a maximum period of five (5) years and six (6) months for a total of \$ 2,391,919.20 for the contract. The contract will become effective upon your Board's approval or March 1, 2024, whichever is later.
4. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to exercise renewal options, to increase or decrease the number or size of facilities or the days of service and to adjust the Contract Sum, accordingly.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Historically, the Library has provided landscape and ground maintenance services through Board-approved contracts. The current contract with Sepco Earthscape, Inc. will expire on February 29, 2024.

Approval of the recommended actions will allow Library to continue to provide landscape and ground maintenance services for all the library facilities detailed in Attachment A. The recommended actions are submitted based upon a finding that the services can be performed more economically by an independent contractor. The proposed contract will become effective upon your Board's approval or March 1, 2024, whichever is later.

The total contract amounts for the five (5) years and six (6) months are detailed below:

Sepco Earthscape, Inc.	Total
Area 3	\$791,208.00
Area 4	\$820,274.40
Area 5	\$780,436.80
Grand Total	\$2,391,919.20

The contract is subject to an annual living wage rate increase.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

Under the terms of the recommended agreement, the Contractor will provide landscape and ground maintenance services over a term of five (5) years and six (6) months.

Funding for the annual contract sum of \$434,894.40 for the first year of this contract is included in the Library's Fiscal Year 2023-24 Operating Budget, detailed below by Area:

Sepco Earthscape, Inc.	Total
Area 3	\$143,856.00
Area 4	\$149,140.80
Area 5	\$141,897.60
Grand Total	\$434,894.40

The use of services will be based on actual need. If no such need arises, the contract amount and funding will not be used or expended. The proposed contracts are subject to an annual living wage rate increase.

The recommended contractor's annual fee represents a cost savings over the estimated County cost

(including start-up costs), to perform similar services for the first year, as detailed below:

Sepco Earthscape, Inc.	% Savings
Area 3, Area 4, and Area 5	60 %

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Representatives of SEIU Local 721 were notified and did not require a meeting with the Library regarding the proposed contract.

Landscape and ground maintenance services for Area 3, Area 4, and Area 5 have been performed by Sepco Earthscape, Inc. since September 1, 2018, and the contract will expire on February 29, 2024.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of landscape and ground maintenance services. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

The proposed contracts comply with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The Department has evaluated and determined that the contractors fully comply with the requirements of the Living Wage Program and the contractors have certified that they will comply with all terms, conditions, and requirements of the County's Living Wage Program and agree to pay full-time employees providing County services a living wage. There is no impact to current County employees.

In the final analysis and consideration of the awards, the recommended contractors were selected without regard to gender, race, color, creed, or national origin.

The proposed contracts contain a provision that requires the contractors to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contracts. The recommended contractors further agree to comply with all County standard terms and conditions, including indemnification and insurance requirements, Child Support Compliance Program, Defaulted Property Tax Reduction Program, Jury Service Program, and the Safely Surrendered Baby Law. The Contractors are in compliance with all Board, Chief Executive Office, and County Counsel's requirements. Additionally, the contracts contain performance standards, including liquidated damages for substandard and/or non-performance.

The attached contract (Attachment B) has been reviewed and approved as to form by County Counsel and will commence upon the Board's approval or March 1, 2024, whichever is later.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

CONTRACTING PROCESS

On September 14, 2023, LA County Library released a Request for Proposal (RFP). The RFP was posted on the County's "Doing Business with Us" web site (Attachment C) and sent to vendors listed in the County Office of Affirmative Action Compliance's Community Business Enterprise (CBE) Database (Attachment D). Advertisements were also placed in the Los Angeles Times, Long Beach Press-Telegram, and San Gabriel Valley Tribune.

On October 10, 2023, LA County Library received a total of two proposals for Area 3, Area 4, and Area 5. No Proposals were disqualified for being non-responsive. Proposals for Mariposa Landscapes, Inc. and Sepco Earthscape, Inc. were evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; and cost. The Proposers' past performance was also reviewed. All related evaluation materials and scoring documents were retained.

The recommended contractor, Sepco Earthscape, Inc. met the minimum RFP requirements, and the proposals were complete. The proposal demonstrated that the proposer has a good understanding of the scope of work to be performed, the complexity of the service requirements, and possessed verifiable experience providing the required services. Sepco Earthscape, Inc. was the highest ranked for all areas.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will allow the Library to continue to provide landscape and ground maintenance services for all the library facilities.

CONCLUSION

Please return to LA County Library the adopted Board Letter and fully conformed contracts.

If there are any questions or a need for additional information, please contact me at (562) 940-8400.

The Honorable Board of Supervisors

2/6/2024

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Skye Patrick', with a stylized flourish at the end.

SKYE PATRICK

County Librarian

SP

Enclosures

c: Chief Executive Office
County Counsel

LIST OF LIBRARIES BY SUPERVISORY DISTRICT

31 LIBRARY FACILITIES

First District

Hollydale Library
Leland R. Weaver Library

Second District

A.C. Bilbrew Library
Carson Library
Compton Library
Culver City Julian Dixon Library
Dr. Martin Luther King Jr. Library
East Rancho Dominguez Library
Florence Library Complex
Gardena Mayme Dear Library
Graham Library
Hawthorne Library
Holly Park IT Service Center
Lawndale Library
Lennox Library Complex
Lynwood Library
Masao W. Satow Library
View Park Bebe Moore Campbell Library
Wiseburn Library
Woodcrest Library

Third District

None

Fourth District

Angelo M. Iacoboni Library
Avalon Library
Clifton M. Brakensiek Library
Huntington Park Library
La Mirada Library
Lomita Library
Los Nietos Library
Manhattan Beach Library
Norwalk Library
Paramount Library
South Whittier Library

Fifth District

None



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SEPCO EARTHSCAPE, INC

FOR

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
AREAS 3, 4, AND 5**

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedules
- C** Contractor's Proposed Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance

UNIQUE EXHIBITS

FACILITIES MAINTENANCE COST

- I** Facilities Maintenance Cost

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SEPCO EARTHSCAPE, INC.
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
AREAS 3, 4, AND 5**

This Contract ("Contract") made and entered into this 6 day of February, 2024 by and between the County of Los Angeles, hereinafter referred to as County and Sepco Earthscape, Inc., hereinafter referred to as "Contractor". Sepco Earthscape, Inc. is located at P.O Box 5640 Santa Monica, CA 90409.

RECITALS

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

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

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

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 Schedule
Exhibit C	Contractor's Proposed Schedule
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

Unique Exhibits:

Facilities Maintenance Cost

Exhibit I	Facilities Maintenance Cost
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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 Section 8.1 (Amendments) 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 (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental Contracts 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 a Contract with the County to perform or execute the work covered by this Contract.

- 2.1.4 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.7 **County's Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.1.8 **County Librarian:** Head of LA County Library.
- 2.1.9 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.11 **Department:** LA County Library, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department.
- 2.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 **Library:** LA County Library.
- 2.1.15 **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.
- 2.1.16 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.17 **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.
- 2.1.18 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the Count.

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 **four (4)** years commencing after execution by County's Board, or March 1, 2024, whichever is later, 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 one (1) additional one (1) year period 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 their designee as authorized by the Board.
- 4.3 The County maintains a database that tracks/monitors 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.
- 4.4 The Contractor must notify the Department 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 the Department at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The maximum annual Contract Sum under the terms of this Contract will be **\$434,894.40**, comprised of the Contractor's Fee of **\$362,412.00**, as specified in Exhibit C (Contractor's Proposed Schedule), and an annual estimate for unanticipated work of **\$72,482.40**, as authorized in Section 9 (Unanticipated Work), of Exhibit A (Statement of Work and Attachments).
- 5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County and is contingent upon Library's adopted budget and needs.

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 the Library 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.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). 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.

5.5.3 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. No invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

5.5.5 All invoices under this Contract must be submitted electronically to the Library at the following electronic email address contractservices@library.lacounty.gov, with a copy to the assigned County's Contract Project Monitor.

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 Preference Program Enterprises – Prompt Payment Program

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Cost of Living Adjustments (COLA's) (Intentionally Omitted)

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's Administration

A listing of all County Administration referenced in the following subsections are designated in Exhibit D (County's Administration). The County will notify the

Contractor in writing of any changes as they occur.

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 Contract 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 changes as they occur.

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 to Exhibit E (Contractor's Administration), as changes occur.
- 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.

- 7.4.1 Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

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 These terms will also apply to subcontractors of County contractors.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Section 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 Section 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 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

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board, for the exception of the following:

- (a) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the total annual Contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Section 8.1.4.

- (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an existing facility.
- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed twenty percent (20%) of the annual contractor's fee.
- (d) County Librarian is expressly authorized to increase the maximum contract sum set for in Section 5 (Contract Sum) for a particular contract year, due to Living Wage rate increases.

Any such changes will be in writing and signed by the Contractor and by the County Librarian or their designee.

- 8.1.1 The County's Board or Chief Executive Officer (CEO) 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 or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.
- 8.1.2 The County Librarian or their designee, may at their sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.
- 8.1.3 **8.1.4** The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work and Attachments), SOW Attachment 2 (Service Location and Specifications). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily/weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days/weeks of service. The cost estimate will not exceed the cost to provide landscape and ground maintenance services for a similar size library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee. All standard terms and conditions in the current Contract

will extend to any library facility added in the Amendment.

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 Board 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 Section 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/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/START 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.
- 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 Section 8.1 (Amendments) 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

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").

8.20.1 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.

8.20.2 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.

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 Section 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 Sections 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 subcontractor 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 the County's Project Manager at the electronic address herein provided in Exhibit D (County's Administration).
- 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 the Contractor. The 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 and its Agents) 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 **Unique Insurance Coverage**

8.25.4.1 **Pollution (Environmental) Liability** insurance will also provide pollution liability coverage with a limit of not less than \$1 million per occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

8.26 **Liquidated Damages**

8.26.1 If, in the judgment of the County Librarian, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or their designee, at their 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 County Librarian, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the County Librarian, or their designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or their designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or their 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 County Librarian, or their 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 two hundred (\$200) per day per infraction, 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 Section 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 Section 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 Section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Section 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 County Librarian or their 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/safe-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 County Librarian, or their 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 Section 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, provided that the requirements of this Section 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 subsection 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 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.
- 8.38.5 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 Boards' 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 the County Project Manager at the physical or electronic address herein provided in Exhibit D (County's Administration).

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 Section 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 Section 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 Section 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 Section 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 Section.
- 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 Section 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 Section, 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 Section 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Section 8.43 (Termination for Default) or that the default was excusable under the provisions of subsection 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 Section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Section 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, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 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 Section 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 Section 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 the 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 the Contractor to maintain compliance with the requirements set forth in Section 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

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

- 8.54.2 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.
- 8.54.3 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 Section 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.

9 UNIQUE TERMS AND CONDITIONS

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.
- 9.1.2.2 For purposes of this Section, "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 Section. The provisions of this Section 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 Employee Retention Rights

9.1.11.1 The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- 1) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
- 2) Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which

predecessor contract was terminated by the County prior to its expiration; and

- 3) Who is or will be terminated from their employment as a result of the County entering into this contract.

9.1.11.2 The Contractor will not be required to hire a retention employee who:

- 1) Has been convicted of a crime related to the job or his or her performance; or
- 2) Fails to meet any other County requirement for employees of a Contractor.

9.1.11.3 The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

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 Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Intentionally Omitted)

9.3 Ownership of Materials, Software and Copyright (Intentionally Omitted)

9.4 Patent, Copyright and Trade Secret Indemnification (Intentionally Omitted)

9.5 Contractor's Charitable Activities Compliance (Intentionally Omitted)

9.6 Data Destruction (Intentionally Omitted)

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.7.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.7.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other

representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

9.7.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.7.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

9.7.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Organic Waste Recycling

9.8.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.

9.8.2 The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify means for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

9.8.3 All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must 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 must train facility staff in managing the green waste to compost the acceptable materials.

9.8.4 The Contractor must 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.

The Contractor must provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

9.9 Procurement of SB 1383-Compliant Compost and Mulch

Any compost or mulch purchased by the Contractor must 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 must provide documentation 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.

10 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:

Section 1	Applicable Documents
Section 2	Definitions
Section 3	Work
Section 5.4	No Payment for Services Provided Following Expiration – Termination of Contract
Section 7.6	Confidentiality
Section 8.1	Amendments
Section 8.2	Assignment and Delegation/Mergers or Acquisitions
Section 8.6	Compliance with Applicable Laws
Section 8.19	Fair Labor Standards
Section 8.20	Force Majeure
Section 8.21	Governing Law, Jurisdiction, and Venue
Section 8.23	Indemnification
Section 8.24	General Provisions for all Insurance Coverage
Section 8.25	Insurance Coverage
Section 8.26	Liquidated Damages
Section 8.34	Notices
Section 8.38	Record Retention and Inspection/Audit Settlement
Section 8.42	Termination for Convenience
Section 8.43	Termination for Default
Section 8.48	Validity

Section 8.49	Wavier
Section 8.58	Prohibition from Participation in Future Solicitation(s)
Section 9.1	Compliance with County's Living Wage Program
Section 10	Survival

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

SEPCO EARTHSCAPE, INC.

By

SEPEHR RAFAFI

Name

President

Title



COUNTY OF LOS ANGELES

By

[Signature]
Chair, Board of Supervisors

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 February 6, 2024

ATTEST:

Jeff Levinson, Interim Executive
Officer of the Board of Supervisors

By

[Signature]
Deputy

[Signature]
JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

APPROVED AS TO FORM:

DAWYN R. HARRISON County
Counsel

By

Keever R. Muir
Keever Rhodes Muir
Senior Deputy County Counsel

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

JEFF LEVINSON
Interim Executive Officer
Clerk of the Board of Supervisors

By

[Signature]
Deputy

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

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SOW ATTACHMENTS

- 1** Contract Discrepancy Report (CDR) (Sample)
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- 3** Service Location and Specifications – Area 4
- 4** Service Location and Specifications – Area 5
- 5** Area 3 – Location Maps
- 6** Area 4 – Location Maps
- 7** Area 5 – Location Maps
- 8** Tree Trimming Confirmation Form

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

- 1.1 Contractor will provide landscape and grounds maintenance services for LA County Library facilities listed in SOW Attachments 2, 3, and 4 (Service Location and Specifications) for each Area of this SOW and Attachments, as well as the facilities maps listed in SOW Attachments 5, 6, and 7 (Location Maps) for each Area of this SOW and Attachments, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. The landscape and grounds maintenance services include, but are not limited to: site inspection, litter control, mowing and edging of turf, providing weed control and/or eradication of weeds, raking planter beds and turf area, sweeping, aerification of turf area, rodent control, pruning and trimming of shrubs/hedges, pruning and annual trimming of trees, operating and maintaining water and irrigation systems, applying fertilizer, insect/disease control, plant material management, and providing the necessary on-going maintenance of additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9 (Unanticipated Work) of this SOW and Attachments, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County's Contract Project Monitor and will be considered completed upon successful inspection.
- 1.2 Contractor acknowledges personal inspection of the facilities and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

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

- 2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities, specific tasks, and/or days of service as listed in SOW Attachments 2, 3, and 4 (Service Location and Specifications) for each Area of this SOW and Attachments. County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) of the Contract, requires that proposals include a flat weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate will not exceed the cost to provide landscape and grounds maintenance services for a similar size library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased in the affected area. County will determine the need for modification referenced herein.
- 2.2 All changes must be made in accordance with Section 8.1 (Amendments) of the Contract.

3 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Contract Project Monitor for review. The QCP must include, but may not be limited to the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

4 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Section 8.15 (County's Quality Assurance Plan).

4.1 Monthly Meetings

Contractor is required to attend a scheduled meeting (as needed). Failure to attend will cause an assessment of Two-Hundred dollars (\$200.00).

4.2 Contract Discrepancy Report

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

The County's Project Manager will determine whether a formal Contract Discrepancy Report (CDR), SOW Attachment 1 of this SOW and Attachments, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR will be submitted to the County's Project Manager within ten (10) workdays.

4.3 County Observations

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

5 DEFINITIONS

Throughout this SOW and Attachments, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to Section 6 (Administration of Contract – County) of the contract. Specific duties will include:

- 6.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3** Preparing Amendments in accordance with Section 8.1 (Amendments) of the contract.

6.2 Furnished Items

6.2.1 Keys/Remote Controls

The County will provide two (2) sets of keys/remote controls (keys) for access, at no cost to the Contractor, to all library facilities listed in SOW Attachment 2, 3, and 4 (Service Locations and Specifications) for each Area of this SOW and Attachments, that require keys/remote controls. The Contractor will acknowledge receipt of the keys/remote controls on a memorandum furnished by the County accepting full responsibility. Contractor employees are to use keys/remote controls only in the carrying out of contracted services. All such keys/remote controls are property of the County and will be returned to the County's Contract Project Monitor upon termination of the Contract. **At no time are the keys to be duplicated by the Contractor.** Any lost or broken keys/remote controls will be replaced by the County at the Contractor's expense.

6.2.2 Utilities

County will provide all utilities, including gas, electricity, and water. However, water usage will not exceed an amount required to comply with irrigation schedules established by the County.

Contractor will 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 County prior to the actual deduction to allow for explanations.

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1** Contractor will provide a full-time Project Manager or designated alternate. Contractor will provide a telephone number where the Project Manager may be reached 365 days per year from 7:00 a.m. through 6:00 p.m.
- 6.3.2** Project Manager will act as a central point of contact with the County.

- 6.3.3** Project Manager will have a minimum of three (3) years of demonstrated experience in the landscape service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.
- 6.3.4** Project Manager/alternate will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.
- 6.4 Personnel**
- 6.4.1** Contractor will assign fully trained and qualified personnel.
- 6.4.2** Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.3** Contractor will be required to background check their employees as set forth in Section 7.5 (Background and Security Investigations), of the Contract.
- 6.4.4** Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted on the library grounds at all times.
- 6.4.5** County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Section 7.3 (Approval of Contractor's Staff) of the Contract.
- 6.4.6** No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7** Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8** Contractor's employees' activities will be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 Uniforms/Identification Badges

- 6.5.1** Contractor employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants style and color are optional. All uniforms will be provided by and at Contractor's expense.
- 6.5.2** Contractor will ensure their employees are appropriately identified as set forth in Section 7.4 (Contractor's Staff Identification) of the Contract.
- 6.5.3** Contractor will ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when he/she is on County designated property.
- 6.5.4** Contractor may be assessed liquidated damages for failure to comply with uniform and identification badge requirements.

6.6 Materials and Equipment

- 6.6.1** The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.6.2** All Contractor employees must wear safety and protective gear in accordance with the State of California OSHA standards and will be maintained in accordance to the manufacturer's standards and specifications.
- 6.6.3** Contractor is required to keep all equipment used in a safe and operable manner. All equipment will be checked daily for safety.
- 6.6.4** Contractor will be required to clearly identify and equip each vehicle used with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.
- 6.6.5** Upon commencement of the Contract, the Contractor is required to provide the County with the Safety Data Sheets (SDS) for all chemicals utilized in their maintenance process. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

6.7 Training

- 6.7.1** Contractor will provide training programs for all new employees and continuing in-service training for all Contractor employees assigned to this Contract on duties and responsibilities of the SOW and Attachments.
- 6.7.2** All employees will be trained in their assigned tasks and in the safe handling of equipment.

- 6.7.3 All equipment will be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- 6.7.4 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility will be kept with each operating crew.
- 6.7.5 All company training records must include a course outline of subjects trained and a signature from the Contractor employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

6.8 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m., (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. **The Contractor must respond within thirty (30) minutes of receipt of the call.** When the office is closed, an answering service will be provided to receive calls. The Contractor will answer calls received by the answering service by the start of the next business day.

6.9 Contactor's Damage

- 6.9.1 Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees at the Contractor's expense.
- 6.9.2 All such repairs or replacements will be completed within the following agreed upon time frames:
 - 1. Irrigation damage will be repaired or replaced within one (1) watering cycle.
 - 2. All damages to shrubs, trees, turf or ground cover will be repaired or replaced within five (5) working days.
- 6.9.3 All repairs or replacements will be completed according to the following maintenance practices:
 - 1. Trees

Minor damage such as bark lost from impact of mowing equipment will be remedied by a qualified tree surgeon or certified arborist. If damage results in loss of a tree, the damaged tree will be removed and replaced to comply with the specific instructions of the County.
 - 2. Shrubs

Minor damage may be corrected by appropriate pruning as required in Section 17 (Specific Work Requirements – Landscape Management), Section 17.9 (Clearance, Shrub Pruning and Hedge Trimming/Shaping) of the SOW and Attachments. If damage results in loss of a shrub, the damaged shrub will be removed and replaced to comply with the specific instructions of the County.

3. Chemicals

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

4. Appurtenances

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

6.10 Emergency Procedures

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., by calling the following:

1. During County business hours, the Contractor will call the County's Contract Project Monitor.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

7 HOURS/DAY OF WORK

- 7.1 Contractor may provide landscape and grounds maintenance services from 7:00 a.m. to 6:00 p.m., Monday through Friday, but has the option to provide service Sunday through Saturday; and will not violate the noise restrictions specified in subsection 11.4 (Noise) of the SOW and Attachments.
- 7.2 Contractor will provide adequate staffing to perform the required maintenance services during the prescribed days and hours per week. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.
- 7.3 Contractor will not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.
- 7.4 Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. Contractor may be required to modify or curtail certain tasks and operations and will promptly comply with any request therefore by the County.
- 7.5 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

8 WORK SCHEDULES

- 8.1 Contractor will submit for review and approval a work schedule for each facility to the County's Project Manager within fifteen (15) days prior to the starting of the contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules will list the time frames by day of the week, morning, and afternoon the tasks will be

performed. The schedules will list the employees assigned, hours and days to work.

- 8.2** Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County's Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 8.3** The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the County for specialty type maintenance as set forth within Section 9 (Unanticipated Work) of the SOW and Attachments.

9 UNANTICIPATED WORK

- 9.1** The County's Project Director or their designee may authorize the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities, any special events, and facilities where services are being provided by other entities. This will include evening and weekends. Due to the nature of these functions, it is anticipated that the Contractor can provide the necessary service by rescheduling his work force rather than incurring premium overtime pay.
- 9.2** The County's Contract Project Monitor will provide the Contractor a statement of work specific to the request and timeframe of the work to be started and completed. Prior to performing any unanticipated work, Contractor will prepare and submit a written quote which includes the description of the work, with a cost of labor and materials. Refer to Additional Specialty/As-Needed Services on Exhibit B (Pricing Schedule) of the Contract for each library facility. Whenever possible, the County's Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be started. If immediate action is needed, a verbal authorization can be given by the County to perform unanticipated work; and a written description of the work completed with a cost of labor and materials must be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Project Director or their designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.1** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor will contact County's Project Manager for approval before beginning the work. A written estimate will be sent within twenty-four (24) hours for approval. Contractor will submit an invoice to County's Project Manager after completion of the work.
- 9.2** All unscheduled work will commence on the established specified date. Contractor will proceed diligently to complete said work within the time allotted.
- 9.3** The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10 USE OF CHEMICALS

- 10.1** All Contractors' work involving the use of chemicals will be in compliance with all federal, state and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The Contractor, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.
- 10.2** A listing of proposed chemicals to be used including commercial name, application rates, and type of usage will be submitted to the County for approval at the commencement of the Contract. No work will begin until written approval of use is obtained from the County.
- 10.3** Chemicals will only be applied by those persons possessing a valid California Certified Applicator's license. Application will be in strict accordance with all governing regulations.
- 10.4** Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions will be made and retained in an active file for a minimum of four (4) years.
- 10.5** 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 County.
- 10.6** All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.
- 10.7** Chemicals will be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
- 10.8** Contractor will maintain a record of monthly/annual consumption of approved chemicals to be made available to the County upon request.
- 10.9** Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

11 SAFETY

- 11.1** Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.
- 11.2** It will 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. County will be notified immediately of any unsafe condition that requires

major correction. Contractor will be responsible for making minor corrections including but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor will obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.

- 11.3** Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired (work gloves, uniform, eye and ear protection, etc.) to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

11.4 Noise

Contractor will 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.

12 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will 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.

13 SIGNS/IMPROVEMENTS

Contractor will not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the County.

14 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

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

15 STORAGE FACILITIES

County will not provide storage facilities for the Contractor.

16 REMOVAL OF DEBRIS

- 16.1** All debris derived from the landscape and grounds maintenance services specified herein will be removed from County property and disposed of in accordance with local, state, and federal policies at the Contractor's expense.
- 16.2** Contractor will not use the trash bins at the library facility locations for disposal of green material at any time. Failure to comply will result in liquidated damages.
- 16.3** Upon commencement of the Contract, Contractor will provide the name and location of the Contractor's green disposal site.

17 SPECIFIC WORK REQUIREMENTS – LANDSCAPE MANAGEMENT

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less

than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County's Contract Project Monitor. Failure to comply will result in liquidated damages.

17.1 Site Inspections and Reporting

- 17.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year (once each week).
- 17.1.2 Prior to proceeding with any landscape and grounds maintenance task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.1.3 Grounds will be inspected for, but not limited to, overgrown, dead and/or damaged trees, shrubs, and plants. Contractor will report and make recommendations for any improvements needed to the County's Project Manager.
- 17.1.4 Concrete areas will be inspected for cracks, crevices, and deterioration. If found, Contractor will immediately notify the County's Contract Project Monitor.

17.2 Litter Control

- 17.2.1 Litter Control will be performed fifty-two (52) times per year (once each week).
- 17.2.2 Grounds will be thoroughly inspected for litter to ensure a neat appearance within the hard surfaces, developed, bare, and undeveloped areas to be maintained including, but not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, parking lot corners, and other parking lot areas inaccessible to power equipment.
- 17.2.3 Litter pick-up includes, but is not limited to, removal of 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.
- 17.2.4 Supplemental hand sweeping will be done to areas inaccessible to power equipment.

17.3 Swales and Drains

- 17.3.1 All swales, drains, and collection boxes will be inspected, maintained in an operable condition, and free of siltation, debris, and litter so that water will have an unimpeded passage to its outlet, by performing the hereafter specified operations and all other work incidental thereto.
- 17.3.2 Drain grates will be inspected to restrict hazards. If any broken or missing grates are found, Contractor will secure same to keep the area safe for public use, and immediately notify the County's Contract Project Monitor.

17.4 Mowing

- 17.4.1 Mowing operations of all turf areas will be performed forty-three (43) times

per year as follows:

1. During the warm season (April 1 through November 30), all turf areas will be mowed no less than once each week for a total of thirty-five (35) times.
2. During the cool season (December 1 through March 31), all turf areas will be mowed no less than once every two weeks for a total of eight (8) times.

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

17.4.3 All equipment will be adjusted to proper cutting heights and will be adequately sharpened.

17.4.4 Mowing height will be appropriate to turf species, season, and use parameters. Mowing heights may vary for special events and conditions.

17.4.5 Mowing operation will be on a schedule that is acceptable to the County.

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

17.4.7 Mowing of turf at each facility will be completed in one operation.

17.5 Mechanical Edging

17.5.1 Mechanical edging of all turf areas will be performed twenty-six (26) times per year as follows:

1. During the warm season (April through November), mechanical edging will be performed no less than once every two weeks for a total of eighteen (18) times.
2. During the cool season (December through March), mechanical edging will be performed no less than once every two weeks for a total of eight (8) times.

17.5.2 Mechanical edging of groundcover will be performed twelve (12) times per year (once each month).

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

17.5.4 All turf edges including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds, groundcover beds, and around tree bases will be edged to be a neat and uniform line.

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

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

17.5.7 All groundcover and flower bed areas where maintenance next to turf areas will be kept neatly edged and all grass invasions eliminated.

- 17.5.8 Walkways will be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

17.6 Weed Removal

- 17.6.1 Weed removal will be performed as follows:

1. Walkways, beds, planters, and landscape will be performed fifty-two (52) times per year (once each week).
2. Developed areas of a facility that have become denuded will be performed twenty-six (26) times per year (once every two weeks).
3. Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, which may occasionally need to be controlled to a given height for appearance or fire suppression reasons, will be performed twenty-six (26) times per year (once every two weeks).

- 17.6.2 All grass-like weeds, morning glory or vine-weed types, ragweed, volunteer plants, and/or other underground spreading weeds will be kept under strict control.

- 17.6.3 Methods for removal of weeds can incorporate one or all four of the following:

1. Hand removal (Mechanical)
2. Cultivation
3. Chemical Eradication
4. Mulching

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

- 17.6.5 Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.

- 17.6.6 Weeds treated using a contact weed chemical, systematic chemical will be left in place per manufacturer's recommendation. If the kill is not completed by the time specified in the manufacturer's recommendation, a second application at no additional cost to the County will be made.

- 17.6.7 After a complete kill, all dead weeds will be removed from the areas.

- 17.6.8 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

17.7 Raking

- 17.7.1 Raking will be performed fifty-two (52) times per year (once each week).

- 17.7.2 Accumulation of leaves will be removed from all landscape areas including beds, planters, and turf areas, under trees and will be removed and disposed of offsite at the end of each day's work.

17.8 Sweeping

- 17.8.1 Sweeping will be performed fifty-two (52) times per year (once each week).
- 17.8.2 Walkway and step sweeping includes, but is not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.
- 17.8.3 Methods for sweeping of designed areas may incorporate one or all of the following:
 - 1. Power pack blowers
 - 2. Vacuums
 - 3. Brooms
 - 4. Push power blowers
- 17.8.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor will be subject to local ordinances regarding noise levels. Contractor will adhere to Section 11.4 (Noise) of the SOW and Attachments. If power blowers are forbidden, Contractor will find alternate ways to accomplish the task. Any schedule of such operations may be modified by the County in order to insure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.
- 17.8.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 17.8.6 When using power equipment in the parking lot area around vehicles, the Contractor will take care to ensure that no debris is sprayed or left on the vehicles.

17.9 Clearance, Shrub Pruning and Hedge Trimming/Shaping

- 17.9.1 Clearance, shrub pruning and hedge trimming/shaping will be performed twelve (12) times per year (once each month).
- 17.9.2 Prune shrubs to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances will hedge shears be used as a means of pruning.
- 17.9.3 All plant materials will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- 17.9.4 All dead shrubs will be removed with approval from the County's Project Manager.
- 17.9.5 All dead, diseased and unsightly branches, vines or other growth will be removed as they develop.
- 17.9.6 All ground cover areas will be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees will be pruned out of these areas.

- 17.9.7 All pruned or trimmed plant material will be removed and disposed of offsite at the end of each day's work.

17.10 Aerification

- 17.10.1 Aerification will be performed two (2) times per year during months of April through November.
- 17.10.2 All Aerification will be approved by the County prior to application.
- 17.10.3 Aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.

17.11 Fertilization

- 17.11.1 Fertilization will be performed three (3) times per year during the months of April through November.
- 17.11.2 All fertilization will be approved by the County prior to application.
- 17.11.3 Application of the fertilizer will be done in sections, determined by the areas covered by each irrigation system. All areas fertilized will be thoroughly soaked immediately after fertilization.
- 17.11.4 All turf areas will 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 will be inorganic and granular in form with an approximate ratio of 4 - 1½-2.
- 17.11.5 Areas will be fertilized utilizing ratios and mixtures recommended by the County at the rate of application per the manufacturer's recommendation.
- 17.11.6 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

17.12 Chemical Edging/Detailing

- 17.12.1 Chemical edging and detailing will be performed twelve (12) times per year (once each month).
- 17.12.2 Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.12.3 Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas will be trimmed to proper mowing height. Chemicals will be applied in a manner to minimize drift. Precautionary measures will be employed since all areas will be open for public access during application.
- 17.12.4 Water will not be applied to treated areas for forty-eight (48) hours after each application.
- 17.12.5 Where trees and shrubs occur in turf areas, all grass growth will be limited to at least eighteen (18) inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 17.12.6 Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or

across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width will be considered normal.

- 17.12.7 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 will be considered normal.
- 17.12.8 Weeds treated using a contact weed chemical or systematic chemical will be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, additional application(s) will be made, at no additional cost to the County.
- 17.12.9 After a complete kill, all dead weeds will be removed and disposed of offsite at the end of each day's work.
- 17.12.10 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

17.13 Rodent Control

- 17.13.1 Rodent Control will be performed twelve (12) times per year (once each month).
- 17.13.2 All areas will be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Mechanical and chemical methods will be used for this control.
- 17.13.3 Effect of rodent activity, such as holes, mounds, etc., will be backfilled, removed or raked level before mowing the facilities.
- 17.13.4 Infestation eradication means the elimination of all rodents present at the time of treatment. If kill is not complete within forty-eight (48) hours, the area will be retreated, at the Contractor's expense, until eradication is complete.
- 17.13.5 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

18 SPECIFIC WORK REQUIREMENTS – WATERING/IRRIGATION MANAGEMENT

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County's Contract Project Monitor. Failure to comply will result in liquidated damages.

Contractor will, at all times, maintain the irrigation system, including **lateral lines**, in an operational state. The irrigation system consists of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads. Maintenance of the irrigation system, includes providing small parts such as, solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles.

County is responsible for the main lines and back flow.

18.1 Site Inspection and Reporting

- 18.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year (once each week).
- 18.1.2 Prior to proceeding with any watering/irrigation management task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 18.1.3 Irrigation system will be inspected for system malfunction and hazards created by the system. A comprehensive monthly system operability check will identify malfunctions and needs for repair. If found, Contractor will mitigate any hazards and immediately notify the County's Contract Project Monitor of all malfunctions, hazards, and emergencies.
- 18.1.4 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads. Contractor will adjust and correct for coverage.
- 18.1.5 Visual inspection of systems impact on landscape and checking of valve boxes for safety and security purposes.

18.2 Irrigation and System Operability and Testing

- 18.2.1 Irrigation and System Operability and Testing will be performed fifty-two (52) times per year (once each week).
- 18.2.2 To ensure the operability of the irrigation system, Contractor will cycle controller(s) through each station manually and automatically and check the function of all facets of the irrigation system. Contractor will report any damage or incorrect operation to the County's Contract Project Monitor.
- 18.2.3 During testing, Contractor will do the following:
 - 1. Adjust all sprinkler heads for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, windows, hard surface areas and private property.
 - 2. Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
 - 3. Record and report all system malfunctions, damage, and obstructions to the County's Contract Project Monitor and take corrective action.
 - 4. Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
- 18.2.4 Repair and/or replace, as determined by the County, damaged or inoperable sprinkler heads, as needed. Missing or broken heads must be replaced immediately to conserve water.
- 18.2.5 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County.
- 18.2.6 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 valves.

18.2.7 Flush irrigation pipelines after repair or replacement of irrigation components.

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

18.3 Watering and Irrigation System Management

18.3.1 Watering and Irrigation System Management will be performed fifty-two (52) times per year (once each week).

18.3.2 Watering is to be scheduled at night after the library closes, between the hours of 10:00 p.m. to 4:00 a.m.

18.3.3 Contractor will set/adjust watering schedules following daylight savings time change to ensure the timers are reset to run between the hours stated in Section 18.3.2.

18.3.4 Contractor will reset the timers to any location that has had a power outage, ensuring that the schedule is set to the hours stated in Section 18.3.2.

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

18.3.6 All landscaped and turf areas will be irrigated as required to maintain adequate growth and appearance with a scheduled most conducive to plant growth.

18.3.7 The delivery of adequate moisture to the landscaped areas will include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

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

18.3.9 Watering will be regulated to avoid interference with any use of the facility, roadways, paving, walkways, or areas as designated for scheduled special events.

- 18.3.10 In the areas where wind creates problems of spraying water onto private property or road rights of ways, the controllers will be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water will not sheet over the roadway. Any run off of water is not to be tolerated.
- 18.3.11 Irrigation system will be controlled as to not cause any excessively wet or “waterlogged” areas, which could interfere with the ability to mow all turf. “In lawn” trees and other planting will be protected from over-watering and run-off drowning.
- 18.3.12 New turf (up through the sixth mowing) will be watered immediately after mowing. Well-established turf will not be watered for at least four (4) hours after mowing.
- 18.3.13 All groundcover areas will be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 18.3.14 Contractor will follow local watering drought restrictions. Also, if plant material and trees are affected due to the watering restrictions, the Contractor will notify the County’s Contract Project Monitor and submit a recommendation for replacing the plants and/or tree with drought resistant plants. Contractor will replace the plants **only** upon approval of the County.
- 18.3.15 Contractor will ensure that all employees working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems will include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.
- 18.3.16 Contractor will be responsible for maintenance of the irrigation system by performing the following tasks:
1. Monitor all irrigation controllers.
 2. Inspect and report the status of the irrigation system.
 3. Adjust and clean sprinkler heads (may require the removal of the sprinkler head for this function).
 4. Repair immediately all broken or missing sprinkler heads causing a loss of a large amount of water.
 5. Repair or replace sprinkler heads having a half (½) inch inlet.
 6. Provide all nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
 7. Provide replacements of all risers and swing joints due to normal wear.
 8. Flush irrigation pipelines following repairs and replacements.
 9. Replace valve box covers due to normal wear.

10. Recover and re-fasten removed valve box covers.
 11. Notify the County's Contract Project Monitor of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- 18.3.17 Replacing of irrigation components identified as the Contractors responsibility will be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
 - 18.3.18 Repair irrigation system with originally specified equipment of the same size and quality or substitutes approved by the County prior to any installation thereof.

19 SPECIFIC WORK REQUIREMENTS – TREE MANAGEMENT

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County's Contract Project Monitor. Failure to comply will result in liquidated damages.

Within thirty (30) days after commencement of the Contract, and yearly thereafter for the term of the Contract, Contractor is to provide the County's Contract Project Monitor with a written Tree Trimming Schedule for each library facility. This schedule will list the month and week that each tree trimming service will be performed and must be strictly adhered to. The County's Project Manager may request adjustments to the schedule.

The schedule is used to notify the library locations of upcoming tree trimming services. The schedule must be followed and if a tree trimming needs to be re-scheduled, Contractor must notify the County's Contract Project Monitor at least five (5) business days prior to the work commencing. Failure to perform the tree trimming service and/or failure to providing notification may result in liquidated damages. Correction of this failure to provide tree trimming must be accomplished within ten (10) business days of the original scheduled date, unless otherwise instructed by the County.

Upon completion of the tree trimming, Contractor will complete SOW Attachment 8 (**Tree Trimming Confirmation Form**) of the SOW and Attachments and submit it to the County's Contract Project Monitor within one (1) business day of completion date.

All completed services will be inspected by the County within five (5) business days of receipt of the form. Any corrections must be completed by the date agreed upon and within the frequency period. Liquidated damages may apply if the corrections are not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from the responsibility for the corrections.

19.1 Tree Trimming

- 19.1.1 All trees (excluding palm trees) will be trimmed and thinned at each facility one (1) time per year.
 1. Palm trees will be maintained and kept free of dead fronds and potential falling debris at all times.

- 19.1.2 Contractor employees must clean all work areas before and after the completion of the work.
- 19.1.3 Contractor will ensure that all Contractor employees adhere to and follow all safety procedures for tree trimming services at all times. Refer to Section 11 (Safety) of the SOW and Attachments.

19.2 Tree Trimming Procedures

- 19.2.1 Contractor will follow the benchmark standards of the American National Standard Institute (ANSI) A300 Pruning Standards
- 19.2.2 Tree trimming will be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:
 - 1. All trees will be trimmed, shaped, and thinned.
 - 2. All trees will be trimmed away from roof, fence or obstacles and away from private property to prevent encroachment on private property.
 - 3. All trees will be thinned of smaller limbs to distribute the foliage evenly.
 - 4. All trees will be trimmed and shaped to provide a symmetrical appearance typical of species.
 - 5. All trees will be trimmed to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size.
- 19.2.3 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 will be made toward the outside portion of the “collar.” If a tree does not produce this characteristic “collar,” then make the cut flush to the limb where it is growing.
- 19.2.4 All limbs 1 ½ inches or greater in diameter will be undercut to prevent splitting.
- 19.2.5 All limbs will be lowered to the ground using a method, which prevents damage to the remaining limbs.
- 19.2.6 All cuts exceeding ½ inch will be treated with an appropriate tree heal compound.
- 19.2.7 All equipment utilized will be clean, sharp and expressly designed for tree trimming.
- 19.2.8 Climbing spurs will not be used.
- 19.2.9 Special emphasis will be placed upon public safety during trimming operations, particularly when adjacent to roadways.
- 19.2.10 All green waste and debris will be removed and disposed of offsite at the end of each day’s work.

19.3 Pruning Procedures

- 19.3.1 All tree pruning will be performed as needed throughout the contract

term.

- 19.3.2 The initial step of pruning will be the removal of all deadwoods, weak, diseased, insect infested and damaged branches and limbs.
 - 1. All dead and damaged branches and limbs will be removed at the point of braking, and a smooth cut will be made outside the branch bark ridge.
- 19.3.3 All trees will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.
 - 1. All trees will be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- 19.3.4 All trees will be pruned and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.
- 19.3.5 All crossed or rubbing limbs will be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- 19.3.6 All suckers and sprouts will be cut flush with the trunk or limb.
- 19.3.7 No stubs will be permitted.
- 19.3.8 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage will be reported to the County's Contract Project Monitor.
- 19.3.9 Special emphasis will be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- 19.3.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

19.4 Staking and Tying

- 19.4.1 Damaged trees will be staked and tied within twenty-four (24) hours. Replacement stakes or new staking will be completed within five (5) days.
- 19.4.2 Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
- 19.4.3 Stake in those cases where tree has been damaged and required staking support.
- 19.4.4 Stake new trees or recently planted trees which have not previously been staked.
- 19.4.5 Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
- 19.4.6 Stakes and ties will be placed so no chafing of bark occurs.
- 19.4.7 Stakes and ties will be removed by the Contractor once it is determined that they are no longer needed or as requested by the County.

19.4.8 **Materials**

1. Tree stakes, two (2) per tree, will 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 will be either new or used garden hose at least one-half inch (1/2") 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.

20 **SPECIFIC WORK REQUIREMENTS – SPECIALTY/AS-NEEDED SERVICES**

Contractor is required to complete all specialty/as-needed services listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount.

Specialty/as-needed services will be performed at the request of the County for which the Contractor will be compensated per the identified cost listed in Exhibit B (Pricing Schedule) of the Contract, in accordance with Section 9 (Unanticipated Work) of the SOW and Attachments. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County's Contract Project Monitor. Failure to comply will result in liquidated damages.

20.1 **Downed Trees**

- 20.1.1 All trees which are downed by either natural or unnatural causes will be removed and disposed offsite. Unless prevented by access, where possible, stumps will be removed and/or ground to 12 inches below grade and wood chips removed and hole backfilled to grade.

20.2 **Renovation of Turf**

20.2.1 **Vertical Mowing**

1. Care will be taken to avoid unnecessary or excessive injury to the turf grass.
2. Sweep or take the dislodged thatch from the turf areas and dispose off-site.
3. Standard renovating or vertical mowing type equipment will be used.
4. Vertical mowing to remove the thatch in turf areas will be done to encourage healthy growth and to maintain acceptable appearance.
5. Vertical lawn the soil line and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.

20.2.2 **Seeding**

1. Contractor will over-seed and/or hydro-seed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.

2. After the thatch is removed and upon completion of turf detaching all turf areas will be over-seeded, mulched, and watered;
3. Areas to be over-seeded and/or hydro-seeded will be seeded utilizing blends or mixtures at the rate application recommended by the County;
4. Seed cover material will be spread evenly over the entire area to a uniform depth as requested.

20.2.3 **Bare Areas**

All planted areas will be cultivated to encourage water penetration, fertilizer absorption.

20.3 **Disease/Insect Control**

- 20.3.1 All landscaped areas will be maintained free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover, and turf.
- 20.3.2 County's Contract Project Monitor will be notified immediately of any disease, insects, or unusual conditions that might develop.
- 20.3.3 A disease control program to prevent all common diseases from causing serious damage will be provided on an as-needed basis. Disease control will be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
- 20.3.4 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

20.4 **Plant Materials**

- 20.4.1 Plant materials will conform to the requirements of the Landscape Plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications will be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 20.4.2 At minimum, 75% California Native Plants, concentrating on "low water" and "very low water" categories within the CalScape website (<https://calscape.org/>). The quotes submitted should include the statement that **'at least 75% of the plants installed will be California Native Plants'** OR **"100% of the plants installed will be California Native Plants"**, plus, where possible, provide a list of plants so that this can be confirmed based on the website.
- 20.4.3 Substitutions may be allowed, but only with prior written approval by the County.
- 20.4.4 Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

20.4.5 **Quality**

1. Plants will be sound, healthy, and vigorous, free from plant disease, insect pest or their eggs, and will have healthy normal root systems and comply with all state and local regulations governing these matters.
2. Plants will be free from any noxious weeds, have no thorns, no “fruit/berries”, and will not be harmful/toxic/poisonous.
3. Where caliper or other dimensions of any plant material are omitted from the Plant List, it will be understood that these plant materials will be normal stock for type listed. They will be sturdy enough to stand safely without staking.
4. Plant materials will be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
5. All plant materials will be provided from a licensed nursery and will be subject to acceptance as to quality by the County.
6. All trees will be measured six (6) inches above the ground surface.

20.4.6 **Plant Material Guarantee**

All new plant material including shrubs will be guaranteed to live and remain in healthy condition for no less than ninety (90) days from the date of acceptance of the job by the County.

21 GREEN INITIATIVES

- 21.1** Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 21.2** Contractor will notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

SOW ATTACHMENT 1

CONTRACT DISCREPANCY REPORT

LA COUNTY LIBRARY

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.

Email Address: _____

FROM: **Jane Smith**
Contract Services UnitPhone No.: **(562) 459 – 6780**

Email Address: _____

CONTRACT NO. **12345**CONTRACT TITLE: **LANDSCAPE SERVICES – AREA 3**

TYPE OF DISCREPANCY: _____

DISCREPANCY DETAILS:CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County's Contract Project Monitor within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County's Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

SOW ATTACHMENT 2

SERVICE LOCATION AND SPECIFICATIONS

AREA 3

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 3

SERVICE LOCATION AND SPECIFICATIONS

1.	Facility:	A C Bilbrew Library				
	Address:	150 E. El Segundo Blvd.				
		Los Angeles, CA 90061				
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
23	1	Y	Y	Y	Y	Y
Special Note: Lawn watered with drip irrigation system, and drip lines are buried in parallel lines underground below the lawn surface.						

2.	Facility:	Carson Regional Library				
	Address:	151 E. Carson Street				
		Carson, CA 90745				
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
35	1	Y	Y	Y	Y	Y

3.	Facility:	Compton Library				
	Address:	240 W. Compton Blvd.				
		Compton, CA 90220				
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
33	3	Y	Y	Y	Y	Y

4.	Facility:	East Rancho Dominguez Library				
	Address:	4420 East Rose Street				
		Compton, CA 90221				
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
16	0	Y	Y	N	N	Y

5.	Facility:	Gardena Mayme Dear Memorial Library				
	Address:	1731 W. Gardena Blvd.				
		Gardena, CA 90247				
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
1	7	Y	Y	Y	Y	Y
Japanese Garden: must be maintained in accordance to the standards of the original design.						
# Bonsai Trees	# Palm Trees	Fountain Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
6	2	Y	Y	Y	Y	Y
Ocean-Friendly Demonstration Garden: must be maintained in accordance to the standards of the original design and maintenance manual provided by the West Basin Water District.						

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 3

SERVICE LOCATION AND SPECIFICATIONS

6.	Facility:	Lawndale Library					
	Address:	14615 Burin Avenue					
		Lawndale, CA 90260					
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
12	4	Y	Y	Y	Y	Y	

7.	Facility:	Lomita Library					
	Address:	24200 Narbonne Ave.					
		Lomita, CA 90717					
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
24	2	Y	Y	Y	Y	Y	

8.	Facility:	Manhattan Beach Library					
	Address:	1320 Highland Avenue					
		Manhattan Beach, CA 90266					
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
6	0	Y	N	N	Y	Y	
Special Note: Lawn watered with drip irrigation system, and drip lines are buried in parallel lines underground below the lawn surface.							

9.	Facility:	Dr. Martin Luther King Jr. Library					
	Address:	17906 Avalon Blvd.					
		Carson, CA 90746					
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
8	0	Y	Y	Y	N	Y	

10.	Facility:	Masao W. Satow Library					
	Address:	14433 South Crenshaw Blvd.					
		Gardena, CA 90249					
# Trees	# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
6	0	Y	N	N	Y	Y	

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 3

SERVICE LOCATION AND SPECIFICATIONS

FACILITIES SERVICED UPON REQUEST ONLY

Library Facilities	Address	City	Zip Code
Acton Agua Dulce	33792 Crown Valley Road	Acton	93510
Agoura Hills	29901 Ladyface Ct.	Agoura Hills	91301
Alondra	11949 E. Alondra Blvd.	Norwalk	90650
Anthony Quinn	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Artesia	18801 Elaine Ave.	Artesia	90701
Baldwin Park	4181 Baldwin Park Blvd.	Baldwin Park	91706
Bell	4411 E. Gage Ave.	Bell	90201
Bell Gardens	7110 S. Garfield Ave.	Bell Gardens	90201
Chet Holifield	1060 S. Greenwood Ave.	Montebello	90640
City Terrace	4025 E. City Terrace Dr.	Los Angeles	90063
Claremont	208 N. Harvard Ave.	Claremont	91711
Cudahy	5218 Santa Ana St.	Cudahy	90201
Diamond Bar	21800 Copley Dr.	Diamond Bar	91765
Duarte	1301 Buena Vista St.	Duarte	91010
East Los Angeles	4837 E. Third St.	Los Angeles	90022
El Camino Real	4264 E. Whittier Blvd.	Los Angeles	90023
El Monte	3224 Tyler Ave.	El Monte	91731
George Nye, Jr.	6600 Del Amo Blvd.	Lakewood	90713
Hacienda Heights	16010 La Monde St.	Hacienda Heights	91745
Hawthorne	12700 S. Grevillea Ave.	Hawthorne	90250
Hermosa Beach	550 Pier Ave.	Hermosa Beach	90254
La Canada Flintridge	4545 N. Oakwood Ave.	La Canada Flintridge	91011
La Crescenta	2809 Foothill Blvd.	La Crescenta	91214
La Puente	15920 E. Central Ave.	La Puente	91744
La Verne	3640 D St.	La Verne	91750
Lake Los Angeles	16921 E. Avenue O, Suite A	Palmdale	93591
Lancaster	601 W. Lancaster Blvd.	Lancaster	93534
Littlerock	35119 80th St. East	Littlerock	93543
Live Oak	22 W. Live Oak Ave.	Arcadia	91007
Lloyd Taber-Marina Del Rey	4533 Admiralty Way	Marina Del Rey	90292
Malibu	23519 W. Civic Center Way	Malibu	90265
Maywood Cesar Chavez	4323 E. Slauson Ave.	Maywood	90270
Montebello	1550 W. Beverly Blvd.	Montebello	90640
Norwood	4550 N. Peck Rd.	El Monte	91732
Pico Rivera	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill	5040 West Avenue M-2	Quartz Hill	93536
Rivera	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead	8800 Valley Blvd.	Rosemead	91770
Rowland Heights	1850 Nogales St.	Rowland Heights	91748
San Dimas	145 N. Walnut Ave.	San Dimas	91773
San Fernando	217 N. Maclay Ave.	San Fernando	91340
San Gabriel	500 S. Del Mar Ave.	San Gabriel	91776
Sorensen	6934 Broadway Ave.	Whittier	90606
South El Monte	1430 N. Central Ave.	South El Monte	91733
Sunkist	840 N. Puente Ave.	La Puente	91746
Temple City	5939 Golden West Ave.	Temple City	91780
Topanga	122 N. Topanga Canyon Blvd.	Topanga	90290
Walnut	21155 La Puente Rd.	Walnut	91789
West Covina	1601 West Covina Parkway	West Covina	91790
West Hollywood	625 N. San Vicente Blvd.	West Hollywood	90069
Westlake Village	31220 Oak Crest Dr.	Westlake Village	91361

SOW ATTACHMENT 3

SERVICE LOCATION AND SPECIFICATIONS

AREA 4

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4

SERVICE LOCATION AND SPECIFICATIONS

1.	Facility:	Avalon Library					
	Address:	215 Sumner Avenue					
		Avalon, CA 90201					
Trees		Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
Y		Y	Y	Y	Y	N	Y

2.	Facility:	Culver City Julian Dixon Library					
	Address:	4975 Overland Avenue					
		Culver City, CA 90230					
Trees		Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
18		0	Y	Y	Y	Y	Y
Japanese Garden: must be maintained in accordance to the standards of the original design.							
Bonsai Trees		Palm Trees	Fountain/ Wheel	Shrubs	Hedges	Grass	Irrigation System
Y		Y	Y	Y	Y	Y	Y
Special Note: The Bike path is not the responsibility of the Contractor.							

3.	Facility:	Florence-Firestone Community Service Center					
	Address:	7807 Compton Ave.					
		Los Angeles, CA 90001					
Trees	Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System	
13	0	Y	N	N	N	Y	

4.	Facility:	Graham Library					
	Address:	1900 East Firestone Blvd.					
		Los Angeles, CA 90001					
Trees		Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
4		0	Y	Y	Y	Y	Y

5.	Facility:	Hawthorne Library					
	Address:	12700 Grevillea Avenue					
		Hawthorne, CA 90250					
Trees		Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
3		0	Y	Y	Y	N	Y

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4

SERVICE LOCATION AND SPECIFICATIONS

6.	Facility:	Hollypark IT Facility					
	Address:	2150 West 120th Street					
		Hawthorne, CA 90250					
	Trees	Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	1	4	Y	Y	Y	Y	Y

7.	Facility:	Huntington Park Library					
	Address:	6518 Miles Avenue					
		Huntington Par, CA 90255					
	Trees	Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	3	0	Y	Y	Y	Y	Y

8.	Facility:	Lennox Library Complex					
	Address:	4359 Lennox Blvd.					
		Lennox, CA 90304					
	Trees	Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	46	0	Y	Y	Y	Y	Y
Special Note: The property incorporates Lennox Library and the Constituent Services Center.							

9.	Facility:	View Park Library					
	Address:	3854 West 54th Street					
		Los Angeles, CA 90043					
	Trees	Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	6	2	Y	Y	Y	Y	Y

10.	Facility:	Wiseburn Library					
	Address:	5335 West 135th Street					
		Hawthorne, CA 90250					
	Trees	Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	5	0	Y	Y	Y	N	Y

11.	Facility:	Woodcrest Library					
	Address:	1340 West 106th Street					
		Los Angeles, CA 90044					
	Trees	Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	18	0	Y	Y	Y	Y	Y

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4

SERVICE LOCATION AND SPECIFICATIONS

FACILITIES SERVICED UPON REQUEST ONLY

Library Facilities	Address	City	Zip Code
Acton Agua Dulce	33792 Crown Valley Road	Acton	93510
Agoura Hills	29901 Ladyface Ct.	Agoura Hills	91301
Alondra	11949 E. Alondra Blvd.	Norwalk	90650
Anthony Quinn	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Artesia	18801 Elaine Ave.	Artesia	90701
Baldwin Park	4181 Baldwin Park Blvd.	Baldwin Park	91706
Bell	4411 E. Gage Ave.	Bell	90201
Bell Gardens	7110 S. Garfield Ave.	Bell Gardens	90201
Chet Holifield	1060 S. Greenwood Ave.	Montebello	90640
City Terrace	4025 E. City Terrace Dr.	Los Angeles	90063
Claremont	208 N. Harvard Ave.	Claremont	91711
Cudahy	5218 Santa Ana St.	Cudahy	90201
Diamond Bar	21800 Copley Dr.	Diamond Bar	91765
Duarte	1301 Buena Vista St.	Duarte	91010
East Los Angeles	4837 E. Third St.	Los Angeles	90022
El Camino Real	4264 E. Whittier Blvd.	Los Angeles	90023
El Monte	3224 Tyler Ave.	El Monte	91731
George Nye, Jr.	6600 Del Amo Blvd.	Lakewood	90713
Hacienda Heights	16010 La Monde St.	Hacienda Heights	91745
Hawthorne	12700 S. Grevillea Ave.	Hawthorne	90250
Hermosa Beach	550 Pier Ave.	Hermosa Beach	90254
La Canada Flintridge	4545 N. Oakwood Ave.	La Canada Flintridge	91011
La Crescenta	2809 Foothill Blvd.	La Crescenta	91214
La Puente	15920 E. Central Ave.	La Puente	91744
La Verne	3640 D St.	La Verne	91750
Lake Los Angeles	16921 E. Avenue O, Suite A	Palmdale	93591
Lancaster	601 W. Lancaster Blvd.	Lancaster	93534
Littlerock	35119 80th St. East	Littlerock	93543
Live Oak	22 W. Live Oak Ave.	Arcadia	91007
Lloyd Taber-Marina Del Rey	4533 Admiralty Way	Marina Del Rey	90292
Malibu	23519 W. Civic Center Way	Malibu	90265
Maywood Cesar Chavez	4323 E. Slauson Ave.	Maywood	90270
Montebello	1550 W. Beverly Blvd.	Montebello	90640
Norwood	4550 N. Peck Rd.	El Monte	91732
Pico Rivera	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill	5040 West Avenue M-2	Quartz Hill	93536
Rivera	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead	8800 Valley Blvd.	Rosemead	91770
Rowland Heights	1850 Nogales St.	Rowland Heights	91748
San Dimas	145 N. Walnut Ave.	San Dimas	91773
San Fernando	217 N. Maclay Ave.	San Fernando	91340
San Gabriel	500 S. Del Mar Ave.	San Gabriel	91776
Sorensen	6934 Broadway Ave.	Whittier	90606
South El Monte	1430 N. Central Ave.	South El Monte	91733
Sunkist	840 N. Puente Ave.	La Puente	91746
Temple City	5939 Golden West Ave.	Temple City	91780
Topanga	122 N. Topanga Canyon Blvd.	Topanga	90290
Walnut	21155 La Puente Rd.	Walnut	91789
West Covina	1601 West Covina Parkway	West Covina	91790
West Hollywood	625 N. San Vicente Blvd.	West Hollywood	90069
Westlake Village	31220 Oak Crest Dr.	Westlake Village	91361

SOW ATTACHMENT 4

SERVICE LOCATION AND SPECIFICATIONS

AREA 5

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 5

SERVICE LOCATION AND SPECIFICATIONS

1.	Facility:	Angelo M. Iacoboni Library				
	Address:	4990 Clark Avenue				
		Lakewood, CA 90712				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
Y	0	Y	Y	Y	N	Y

2.	Facility:	Clifton M. Brakensiek Library				
	Address:	9945 East Flower Street				
		Bellflower, CA 90706				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
23	2	Y	Y	Y	Y	Y

3.	Facility:	Hollydale Library				
	Address:	12000 South Garfield Avenue				
		South Gate, CA 90280				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
0	0	Y	N	N	N	N

4.	Facility:	La Mirada Library				
	Address:	13800 La Mirada Blvd.				
		La Mirada, CA 90638				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
22	0	Y	Y	Y	Y	Y

5.	Facility:	Leland R. Weaver Library				
	Address:	4035 Tweedy Blvd.				
		South Gate, CA 90280				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
10	0	Y	Y	Y	Y	Y

6.	Facility:	Los Nietos Library				
	Address:	8511 Duchess Drive				
		Whittier, CA 90606				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
47	0	Y	N	N	Y	Y

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 5

SERVICE LOCATION AND SPECIFICATIONS

7.	Facility:	Lynwood Library					
	Address:	11320 Bullis Road					
		Lynwood, CA 90262					
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
25	2	Y	Y	Y	N	Y	

8.	Facility:	Norwalk Regional Library					
	Address:	12350 Imperial Hwy.					
		Norwalk, CA 90650					
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
23	11	Y	Y	Y	Y	Y	

9.	Facility:	Paramount Library					
	Address:	16254 Colorado Avenue					
		Paramount, CA 90723					
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
29	0	Y	Y	Y	Y	Y	

10.	Facility:	South Whittier Library					
	Address:	11543 Colima Road					
		Whittier, CA 90604					
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
36	0	Y	Y	Y	N	Y	

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 5

SERVICE LOCATION AND SPECIFICATIONS

FACILITIES SERVICED UPON REQUEST ONLY

Library Facilities	Address	City	Zip Code
Acton Agua Dulce	33792 Crown Valley Road	Acton	93510
Agoura Hills	29901 Ladyface Ct.	Agoura Hills	91301
Alondra	11949 E. Alondra Blvd.	Norwalk	90650
Anthony Quinn	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Artesia	18801 Elaine Ave.	Artesia	90701
Baldwin Park	4181 Baldwin Park Blvd.	Baldwin Park	91706
Bell	4411 E. Gage Ave.	Bell	90201
Bell Gardens	7110 S. Garfield Ave.	Bell Gardens	90201
Chet Holifield	1060 S. Greenwood Ave.	Montebello	90640
City Terrace	4025 E. City Terrace Dr.	Los Angeles	90063
Claremont	208 N. Harvard Ave.	Claremont	91711
Cudahy	5218 Santa Ana St.	Cudahy	90201
Diamond Bar	21800 Copley Dr.	Diamond Bar	91765
Duarte	1301 Buena Vista St.	Duarte	91010
East Los Angeles	4837 E. Third St.	Los Angeles	90022
El Camino Real	4264 E. Whittier Blvd.	Los Angeles	90023
El Monte	3224 Tyler Ave.	El Monte	91731
George Nye, Jr.	6600 Del Amo Blvd.	Lakewood	90713
Hacienda Heights	16010 La Monde St.	Hacienda Heights	91745
Hawthorne	12700 S. Grevillea Ave.	Hawthorne	90250
Hermosa Beach	550 Pier Ave.	Hermosa Beach	90254
La Canada Flintridge	4545 N. Oakwood Ave.	La Canada Flintridge	91011
La Crescenta	2809 Foothill Blvd.	La Crescenta	91214
La Puente	15920 E. Central Ave.	La Puente	91744
La Verne	3640 D St.	La Verne	91750
Lake Los Angeles	16921 E. Avenue O, Suite A	Palmdale	93591
Lancaster	601 W. Lancaster Blvd.	Lancaster	93534
Littlerock	35119 80th St. East	Littlerock	93543
Live Oak	22 W. Live Oak Ave.	Arcadia	91007
Lloyd Taber-Marina Del Rey	4533 Admiralty Way	Marina Del Rey	90292
Malibu	23519 W. Civic Center Way	Malibu	90265
Maywood Cesar Chavez	4323 E. Slauson Ave.	Maywood	90270
Montebello	1550 W. Beverly Blvd.	Montebello	90640
Norwood	4550 N. Peck Rd.	El Monte	91732
Pico Rivera	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill	5040 West Avenue M-2	Quartz Hill	93536
Rivera	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead	8800 Valley Blvd.	Rosemead	91770
Rowland Heights	1850 Nogales St.	Rowland Heights	91748
San Dimas	145 N. Walnut Ave.	San Dimas	91773
San Fernando	217 N. Maclay Ave.	San Fernando	91340
San Gabriel	500 S. Del Mar Ave.	San Gabriel	91776
Sorensen	6934 Broadway Ave.	Whittier	90606
South El Monte	1430 N. Central Ave.	South El Monte	91733
Sunkist	840 N. Puente Ave.	La Puente	91746
Temple City	5939 Golden West Ave.	Temple City	91780
Topanga	122 N. Topanga Canyon Blvd.	Topanga	90290
Walnut	21155 La Puente Rd.	Walnut	91789
West Covina	1601 West Covina Parkway	West Covina	91790
West Hollywood	625 N. San Vicente Blvd.	West Hollywood	90069
Westlake Village	31220 Oak Crest Dr.	Westlake Village	91361

SOW ATTACHMENT 5

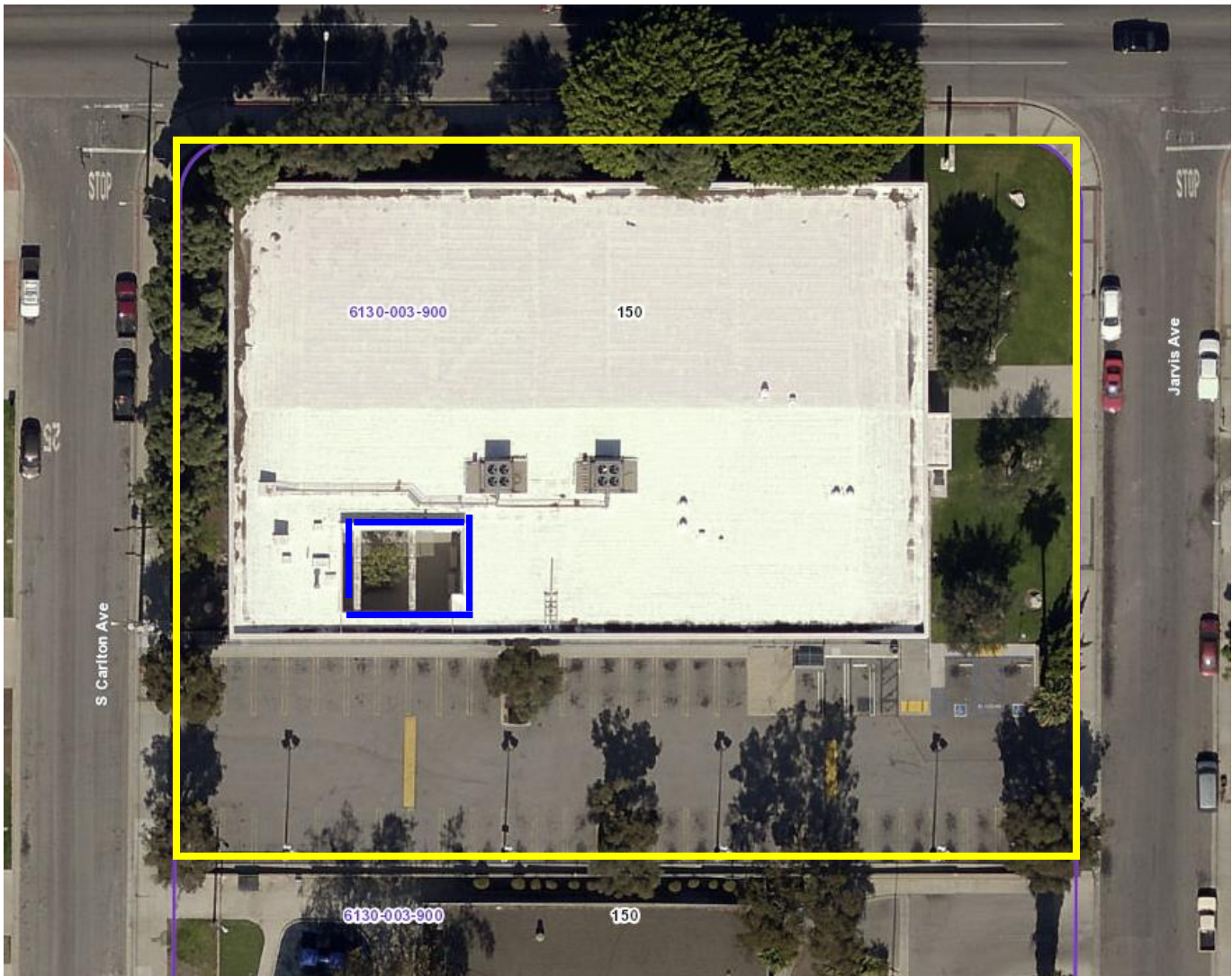
AREA 3 – LOCATION MAPS

AREA 3 – LOCATION MAPS

AC BILBREW LIBRARY

**150 E. EL SEGUNDO BLVD.
LOS ANGELES, CA 90061**

Areas of responsibility are highlighted in Yellow.



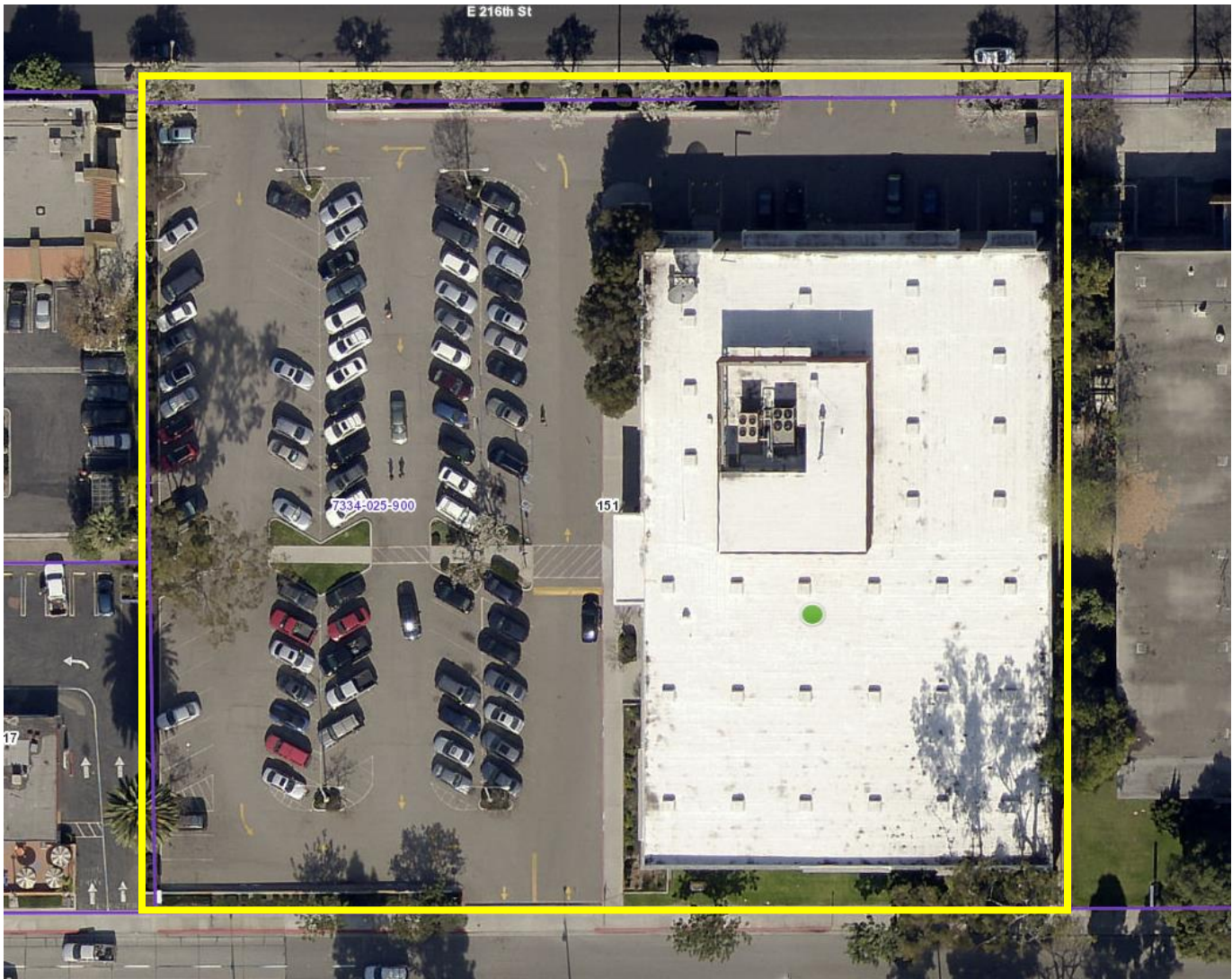
Highlighted in Blue – This location has an interior patio that can only be accessed during library business hours.

AREA 3 – LOCATION MAPS

CARSON LIBRARY

**151 E. CARSON ST.
CARSON, CA 90745**

Areas of responsibility are highlighted in Yellow.



AREA 3 – LOCATION MAPS

COMPTON LIBRARY

**240 W. COMPTON BLVD.
COMPTON, CA 90220**

Areas of responsibility are highlighted in Yellow.



AREA 3 – LOCATION MAPS
EAST RANCHO DOMINGUEZ LIBRARY
4420 E. ROSE ST.
EAST RANCHO DOMINGUEZ, CA 90221

Areas of responsibility are highlighted in Yellow.



AREA 3 – LOCATION MAPS
GARDENA MAYME DEAR LIBRARY

**1731 W. GARDENA BLVD.
GARDENA, CA 90247**

Areas of responsibility are highlighted in Yellow.



Highlighted in Red - This location has a Japanese Garden that can only be accessed during library's business hours.

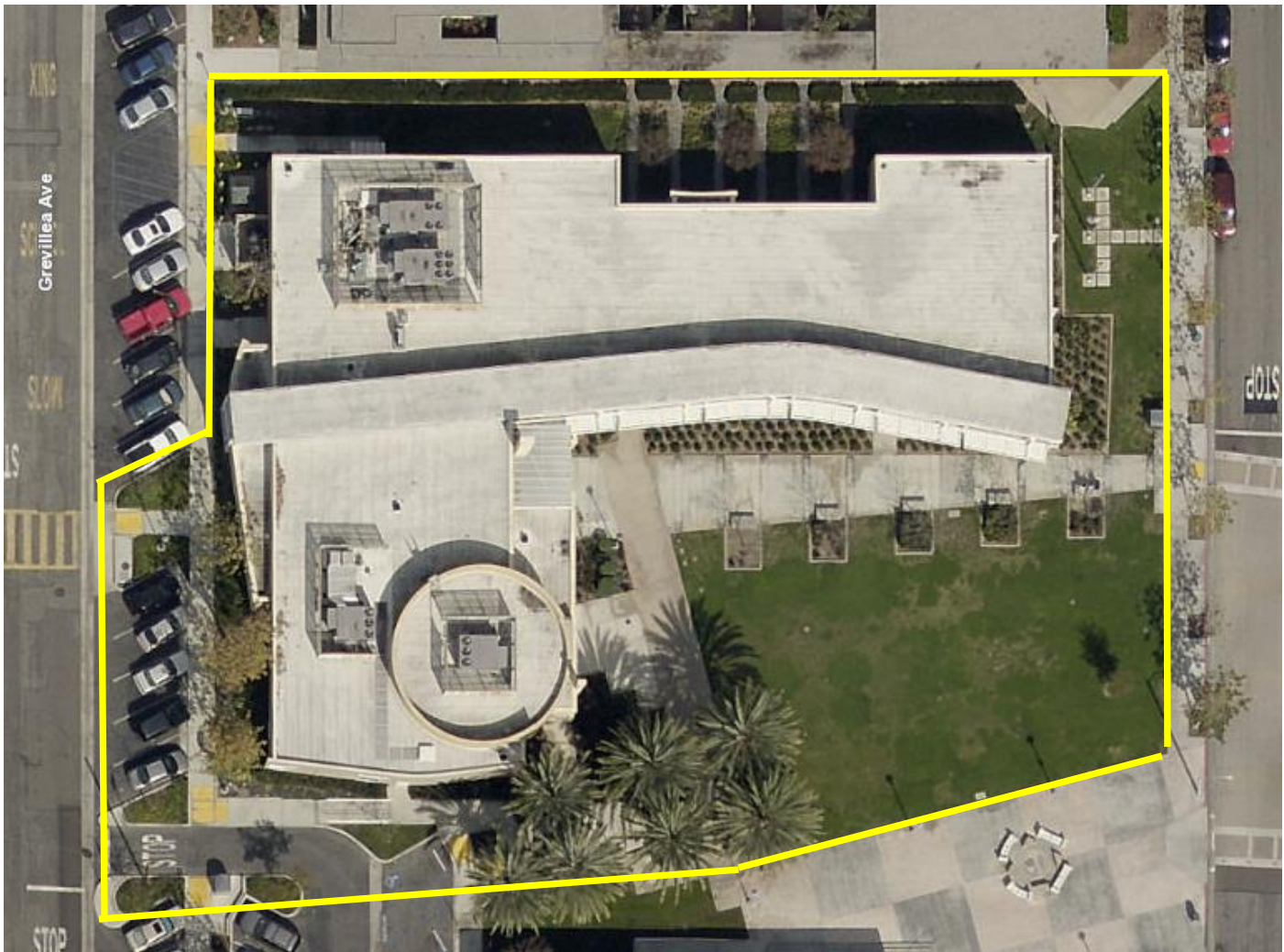
Highlighted in Blue – This location has an Ocean Friendly Garden.

AREA 3 – LOCATION MAPS

LAWNDALE LIBRARY

**14615 BURIN AVE.
LAWNDALE, CA 90260**

Areas of responsibility are highlighted in Yellow.



AREA 3 – LOCATION MAPS

LOMITA LIBRARY

**24200 NARBONNE AVE.
LOMITA, CA 90717**

Areas of responsibility are highlighted in Yellow.



AREA 3 – LOCATION MAPS
MANHATTAN BEACH LIBRARY

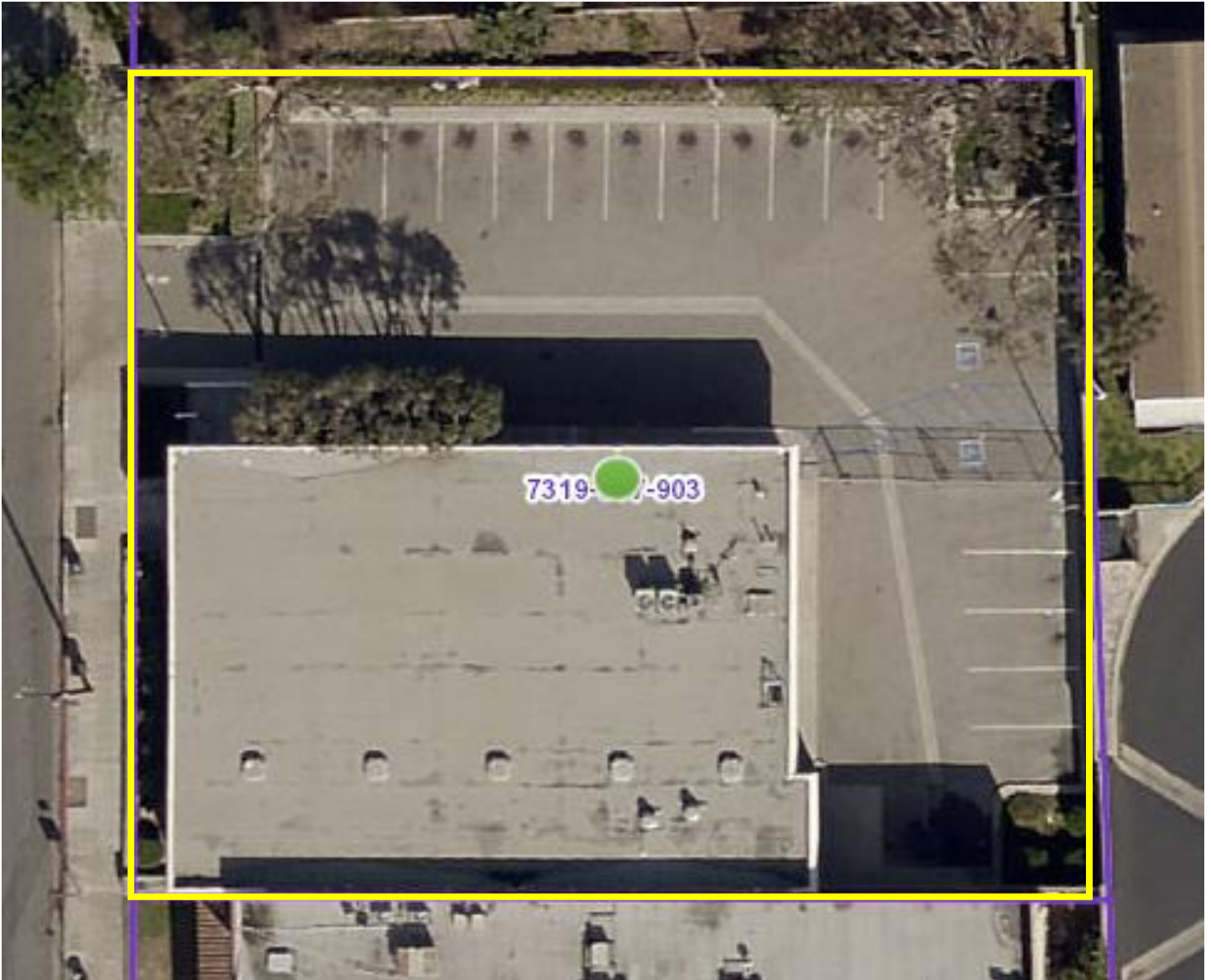
1320 HIGHLAND AVE.
MANHATTAN BEACH, CA 90266

Areas of responsibility are highlighted in Yellow.



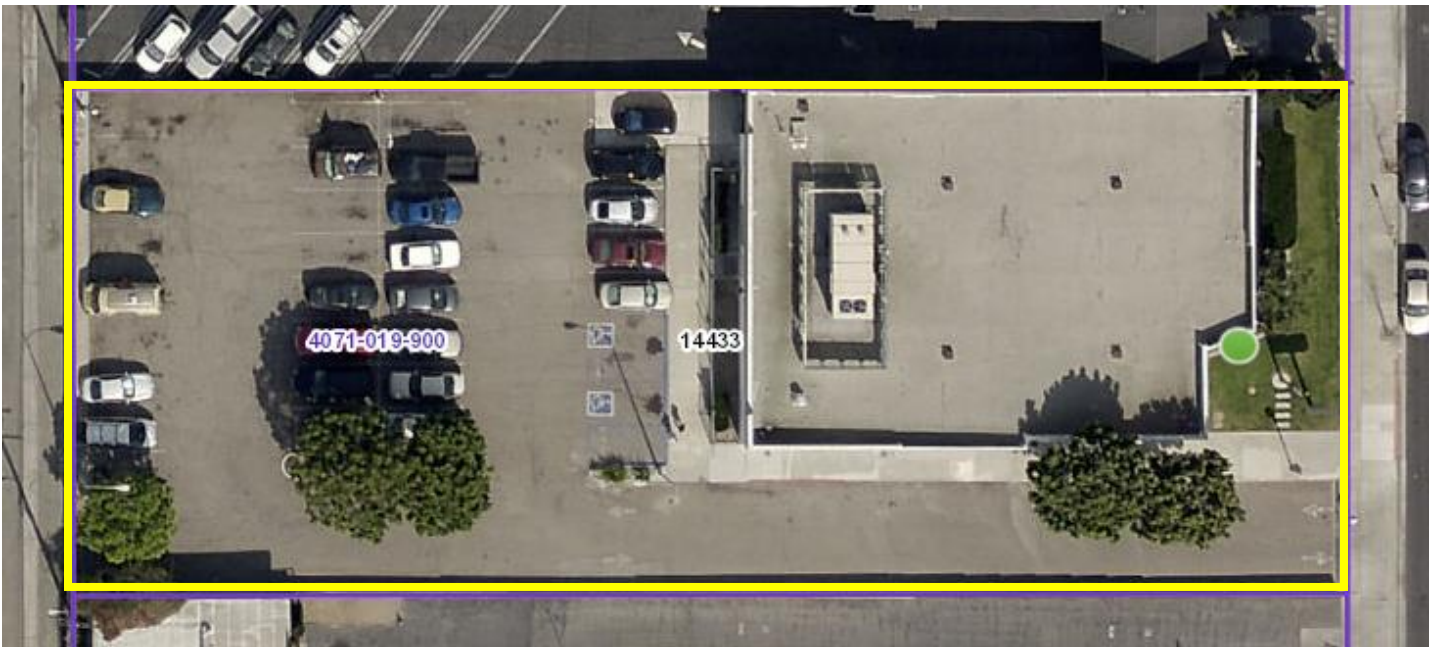
AREA 3 – LOCATION MAPS
DR. MARTIN LUTHER KING JR. LIBRARY
17906 S. AVALON BLVD.
CARSON, CA

Areas of responsibility are highlighted in Yellow.



AREA 3 – LOCATION MAPS
MASAO W. SATOW LIBRARY
14433 S. CRENSHAW BLVD.
GARDENA, CA 90249

Areas of responsibility are highlighted in Yellow.



SOW ATTACHMENT 5

AREA 4 – LOCATION MAPS

AREA 4 – LOCATION MAPS

AVALON LIBRARY

**215 SUMNER AVE.
AVALON, CA 90704**

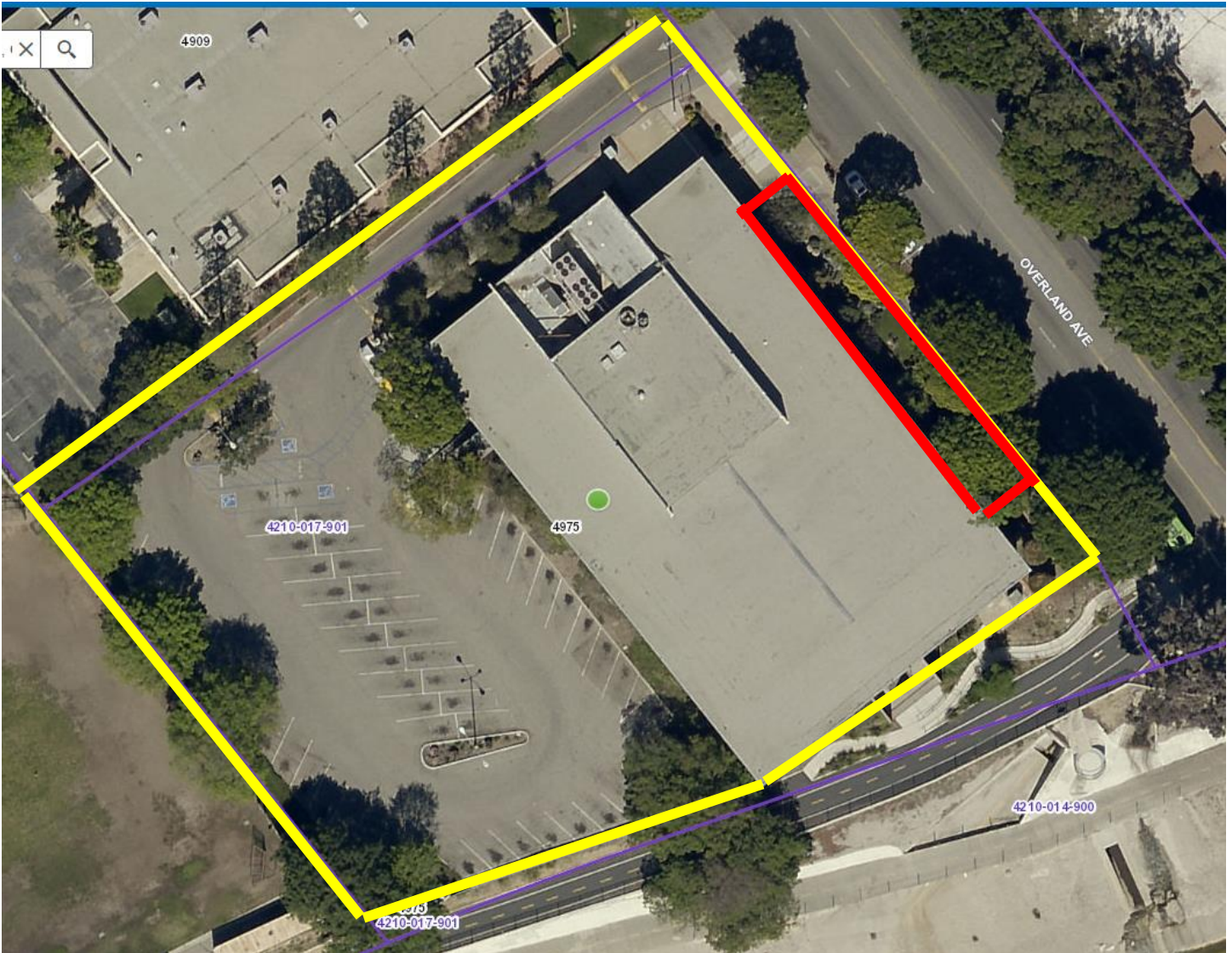
Areas of responsibility are highlighted in Yellow.



AREA 4 – LOCATION MAPS
CULVER CITY JULIAN DIXON LIBRARY

**4975 OVERLAND AVE.
CULVER CITY, CA 90230**

Areas of responsibility are highlighted in Yellow.



Highlighted in red - This location has a Japanese Garden located in the front of the building.

AREA 4 – LOCATION MAPS
FLORENCE-FIRESTONE COMMUNITY SERVICE CENTER

7807 COMPTON AVE.
LOS ANGELES, CA 90001

Areas of responsibility are highlighted in Yellow.



AREA 4 – LOCATION MAPS

GRAHAM LIBRARY

**1900 E. FIRESTONE BLVD.
LOS ANGELES, CA 90001**

Areas of responsibility are highlighted in Yellow.

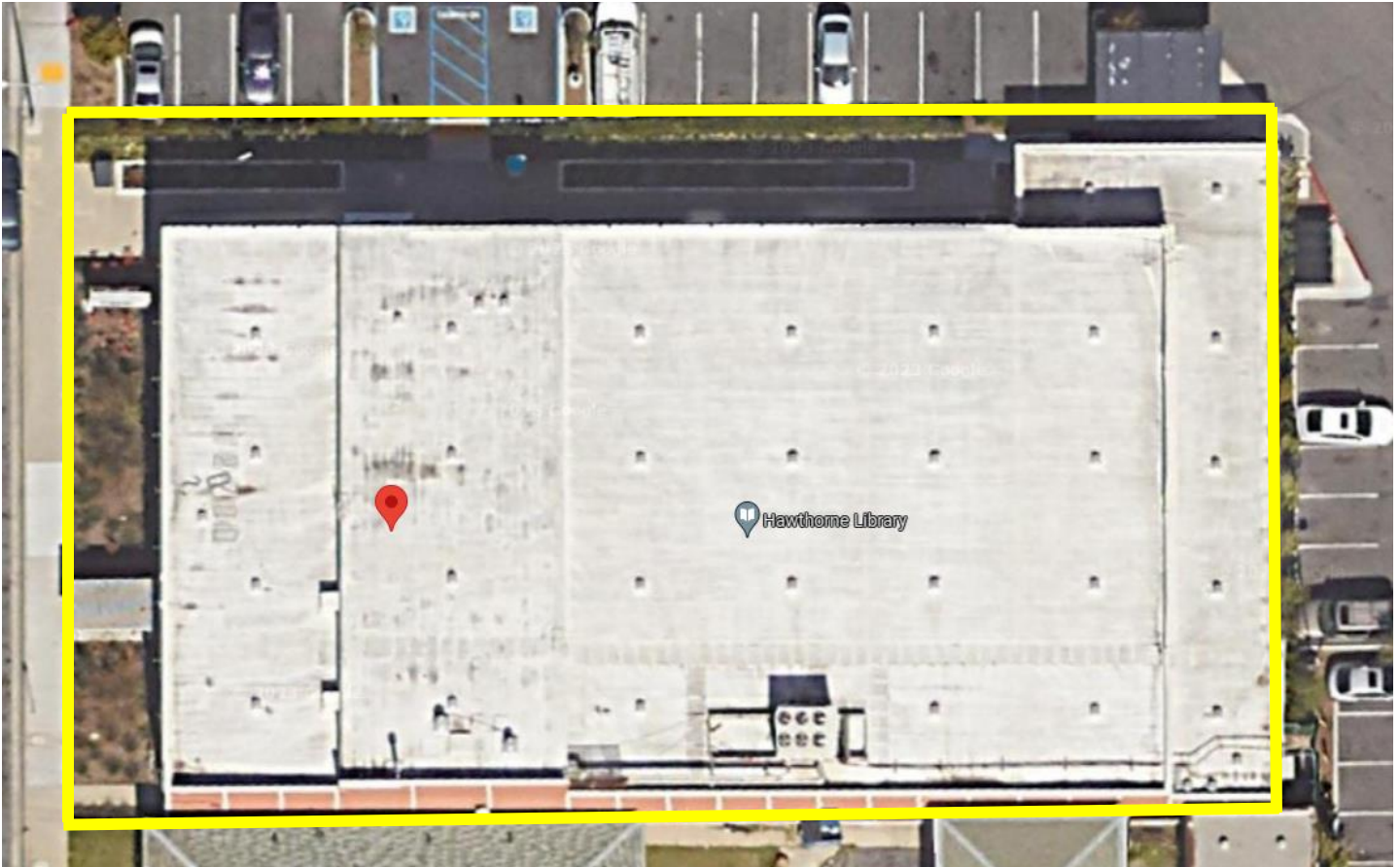


AREA 4 – LOCATION MAPS

HAWTHORNE LIBRARY

12700 GREVILLEA AVE.
HAWTHORNE, CA 90250

Areas of responsibility are highlighted in Yellow.



AREA 4 – LOCATION MAPS
HOLLYPARK IT SERVICE CENTER

2150 W. 120TH ST.
HAWTHORNE, CA 90250

Areas of responsibility are highlighted in Yellow.



AREA 4 – LOCATION MAPS
HUNTINGTON PARK LIBRARY
6518 MILES AVE.
HUNTINGTON PARK, CA 90255

Areas of responsibility are highlighted in Yellow.



AREA 4 – LOCATION MAPS
LENNOX LIBRARY COMPLEX

**4359 LENNOX BLVD.
LENNOX, CA 90304**

Areas of responsibility are highlighted in Yellow.



AREA 4 – LOCATION MAPS

VIEW PARK LIBRARY

**3854 W. 54TH ST.
LOS ANGELES, CA 90043**

Areas of responsibility are highlighted in Yellow.



AREA 4 – LOCATION MAPS

WISEBURN LIBRARY

**5335 W. 135TH ST
HAWTHORNE, CA 90250**

Areas of responsibility are highlighted in Yellow.

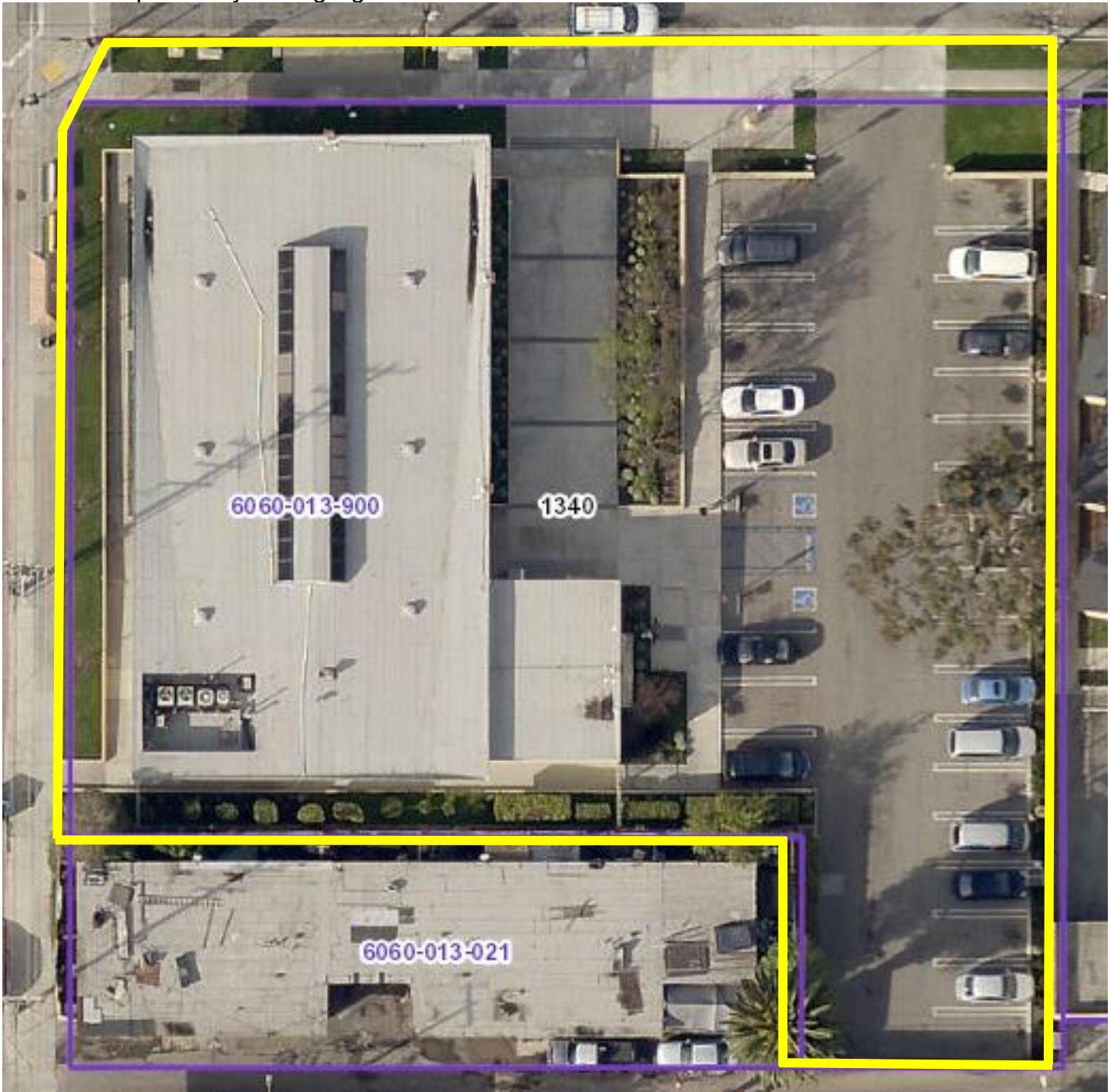


AREA 4 – LOCATION MAPS

WOODCREST LIBRARY

**1340 WEST 106TH ST.
LOS ANGELES, CA 90044**

Areas of responsibility are highlighted in Yellow.



SOW ATTACHMENT 7

AREA 5 – LOCATION MAPS

AREA 5 – LOCATION MAPS
ANGELO M. IACOBONI LIBRARY

**4990 CLARK AVE.
LAKEWOOD, CA 90712**

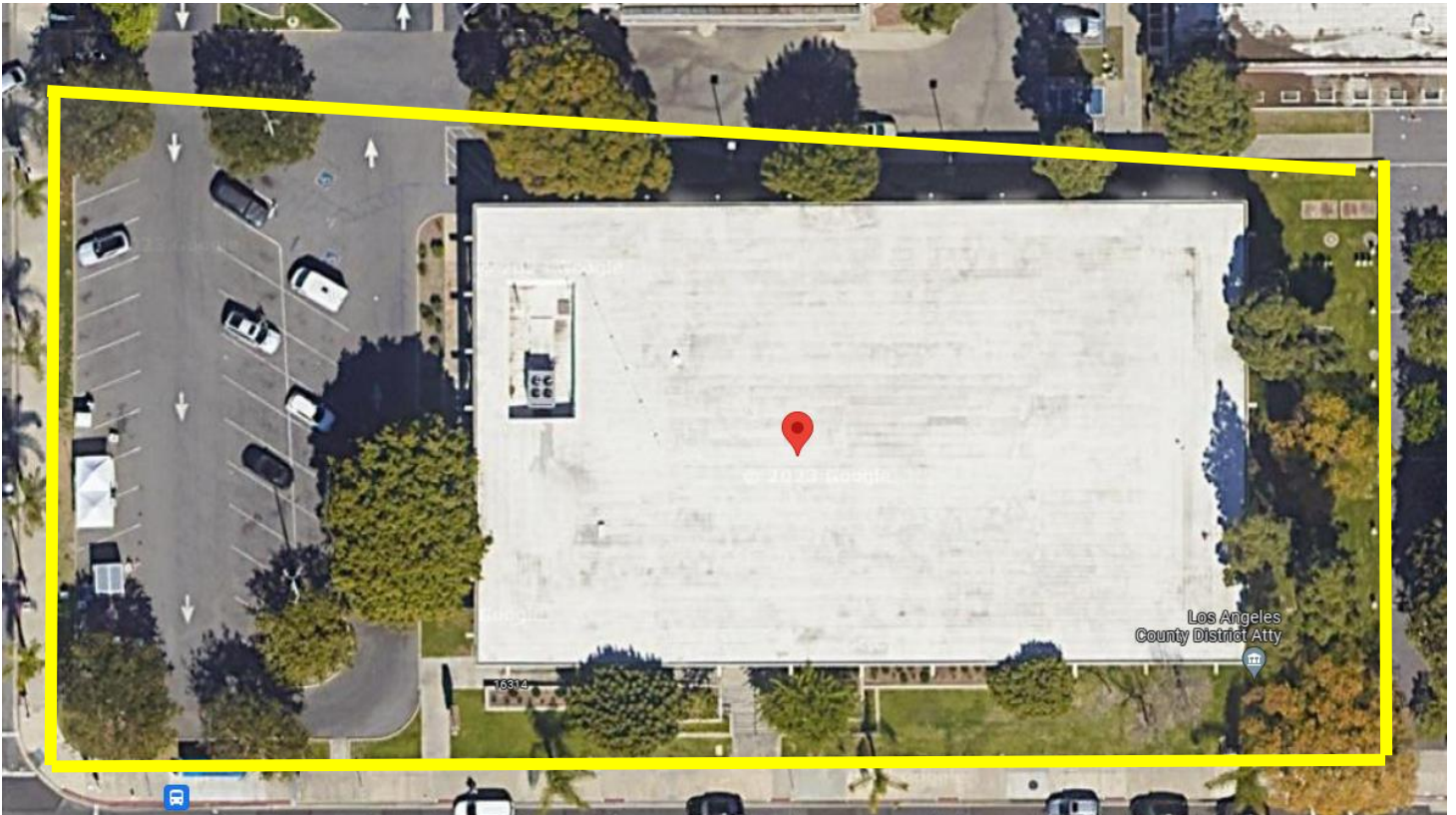
Areas of responsibility are highlighted in Yellow.



AREA 5 – LOCATION MAPS
CLIFTON M. BRAKENSIEK LIBRARY

**9945 E. FLOWER ST.
BELLFLOWER, CA 90706**

Areas of responsibility are highlighted in Yellow.



AREA 5 – LOCATION MAPS

HOLLYDALE LIBRARY

**12000 S. GARFIELD AVE.
SOUTH GATE, CA 90280**

Areas of responsibility are highlighted in Yellow.

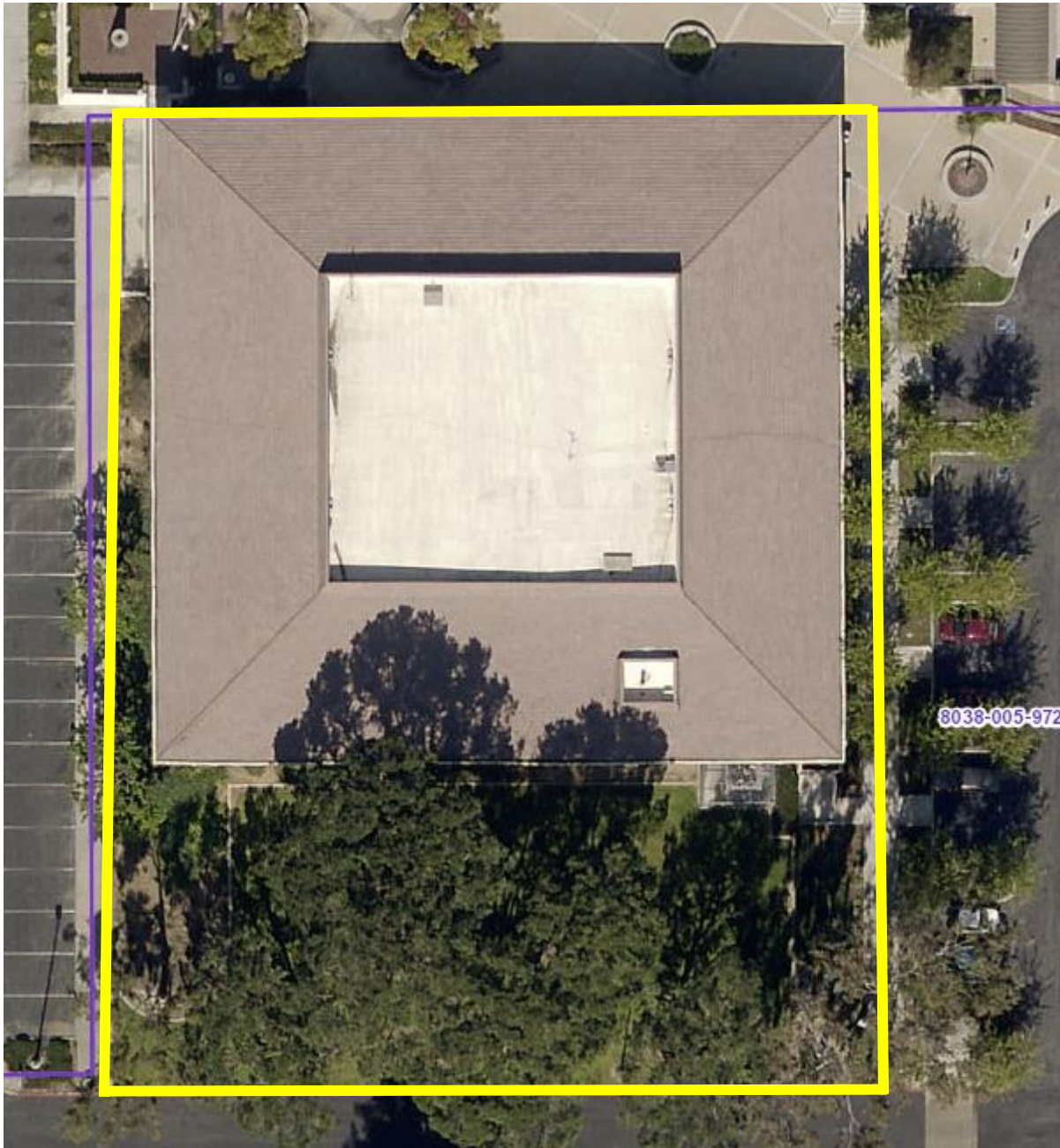


AREA 5 – LOCATION MAPS

LA MIRADA LIBRARY

**13800 LA MIRADA BLVD.
LA MIRADA, CA 90638**

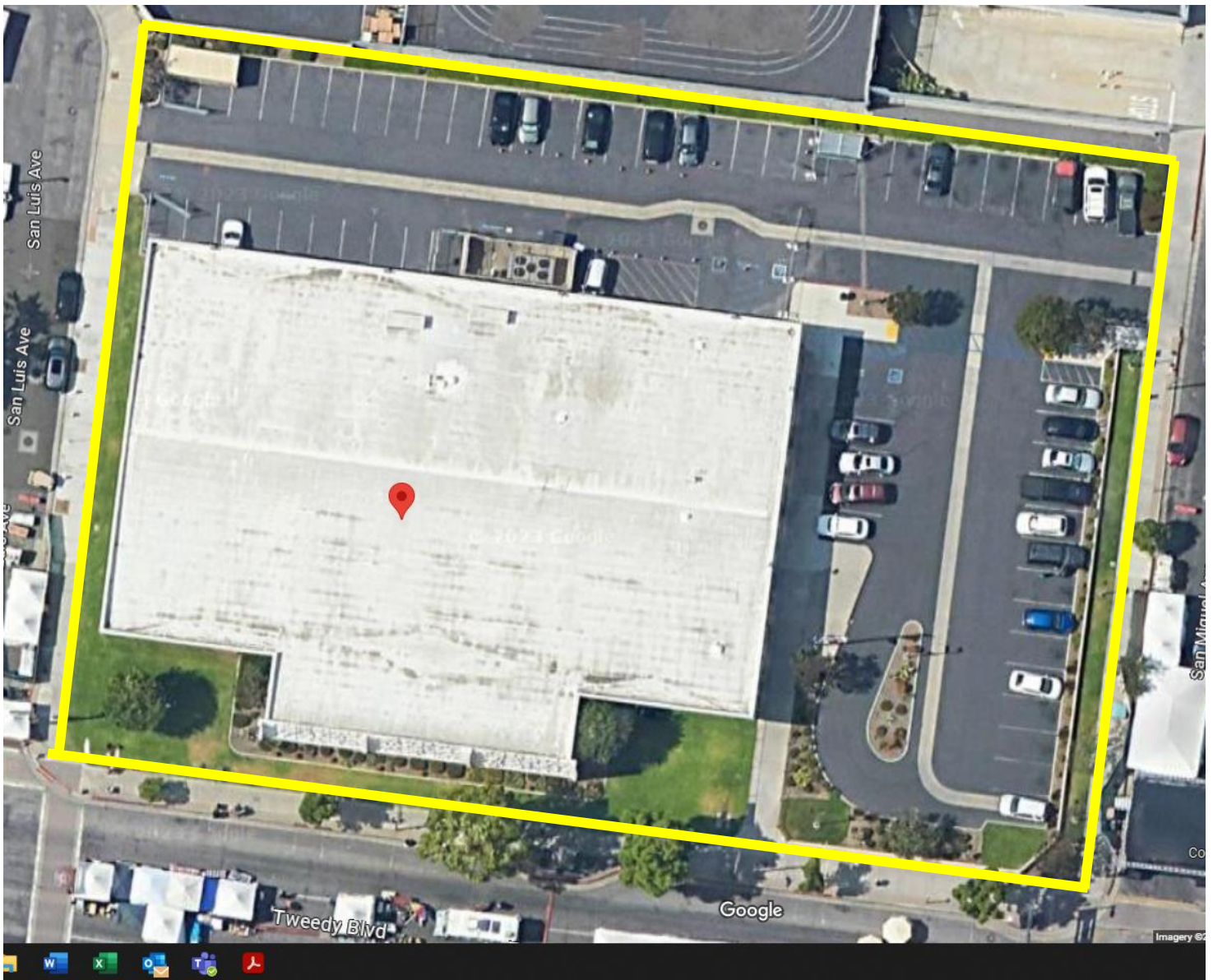
Areas of responsibility are highlighted in Yellow.



AREA 5 – LOCATION MAPS
LELAND R. WEAVER LIBRARY

**4035 TWEEDY BLVD.
SOUTH GATE, CA 90280**

Areas of responsibility are highlighted in Yellow.

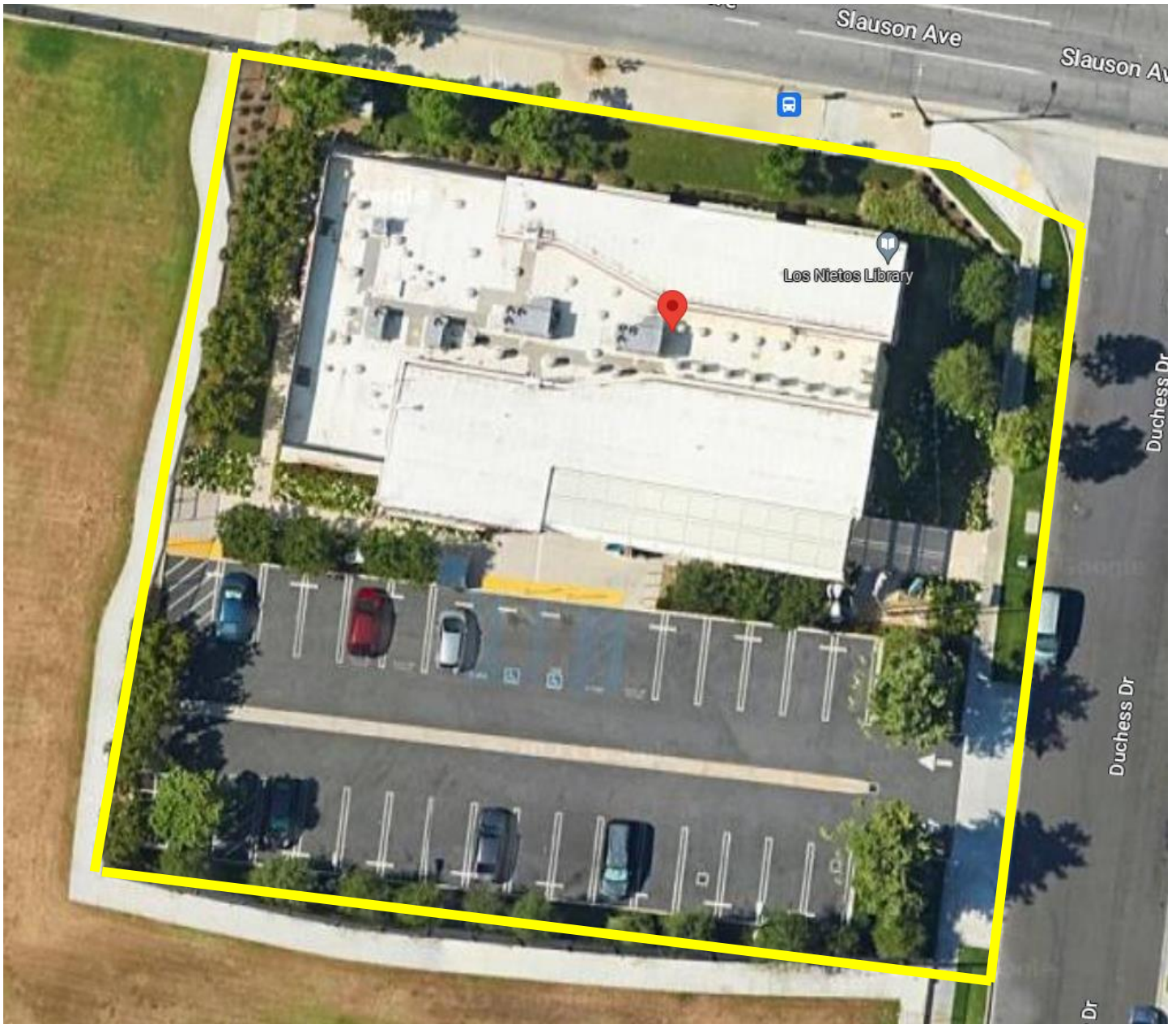


AREA 5 – LOCATION MAPS

LOS NIETOS LIBRARY

**8511 DUCHESS DR.
WHITTIER, CA 90606**

Areas of responsibility are highlighted in Yellow.



AREA 5 – LOCATION MAPS

LYNWOOD LIBRARY

11320 BULLIS RD.
LYNWOOD, CA 90262

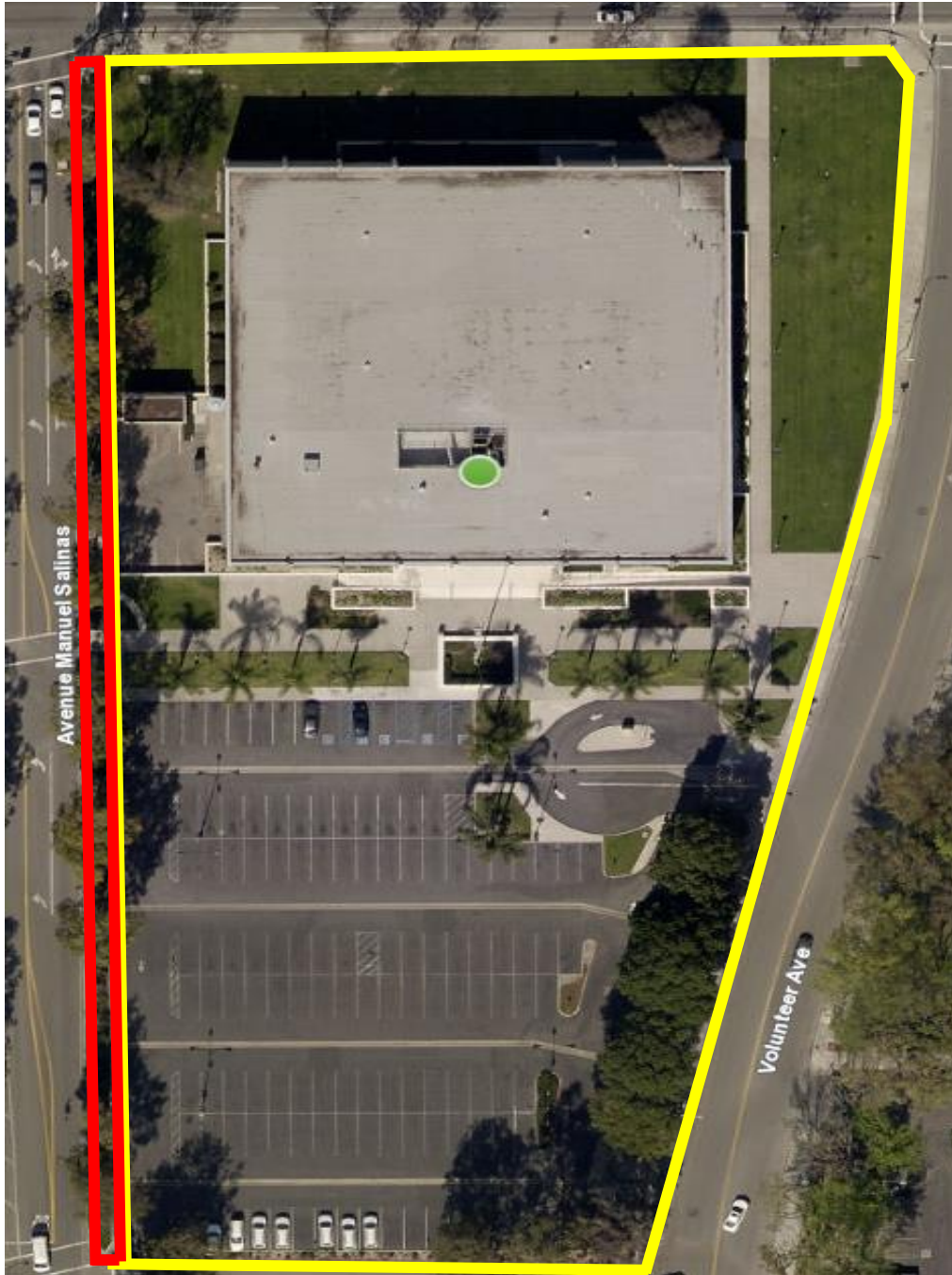
Areas of responsibility are highlighted in Yellow.



AREA 5 – LOCATION MAPS
NORWALK REGIONAL LIBRARY

**12350 IMPERIAL HWY.
NORWALK, CA 90650**

Areas of responsibility are highlighted in Yellow.



Highlighted in Red – This location is serviced by the City of Norwalk

AREA 5 – LOCATION MAPS

PARAMOUNT LIBRARY

**16254 COLORADO AVE.
PARAMOUNT, CA 90723**

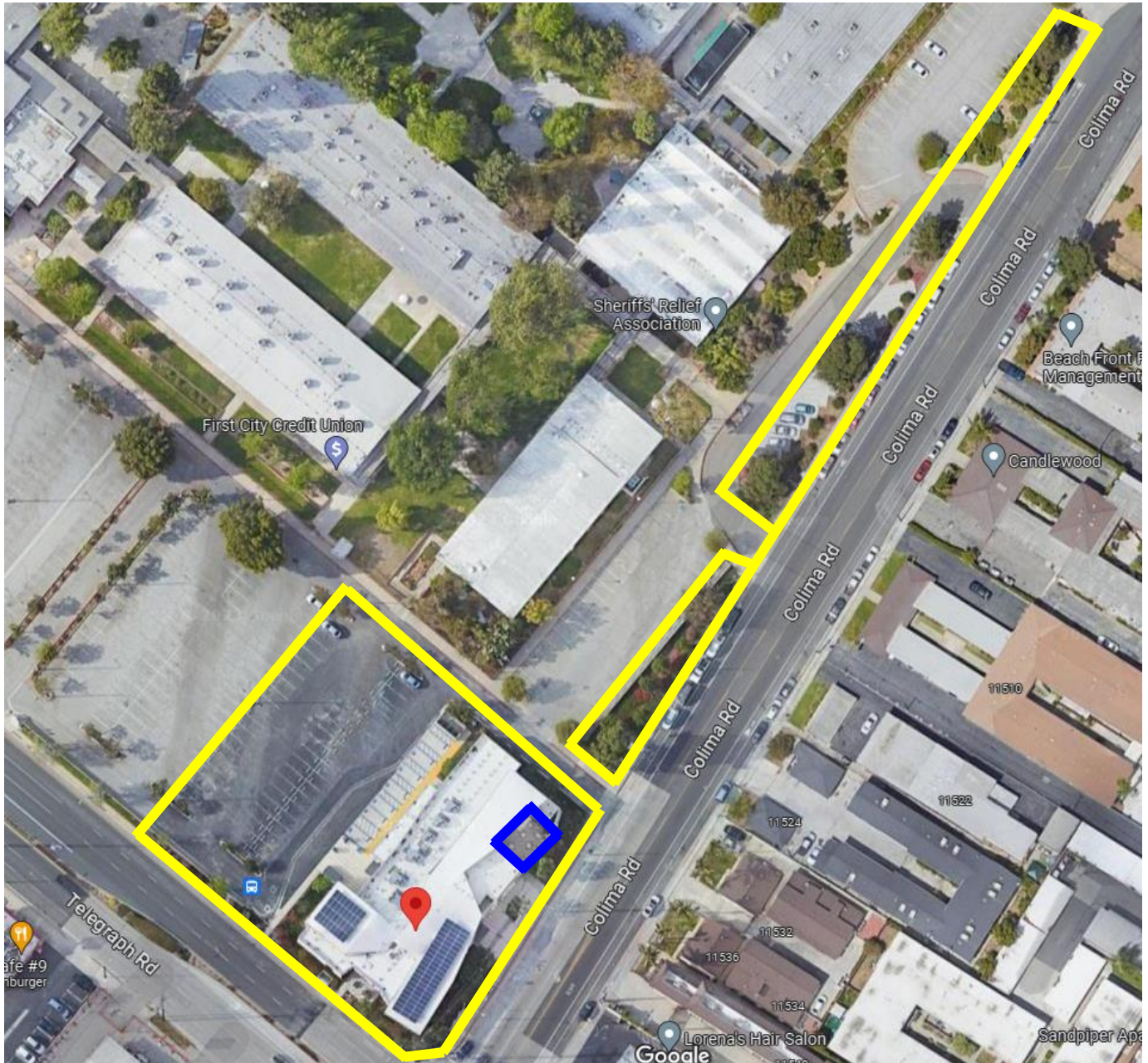
Areas of responsibility are highlighted in Yellow.



AREA 5 – LOCATION MAPS SOUTH WHITTIER LIBRARY

**11543 COLIMA RD.
WHITTIER, CA 90604**

Areas of responsibility are highlighted in Yellow.



Highlighted in Blue – This location has an interior patio that can be accessed during business hours.

SOW ATTACHMENT 8

TREE TIMMING CONFIRMATION FORM

LA COUNTY LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

TREE TRIMMING CONFIRMATION FORM

-CONTRACTOR USE ONLY-

PLEASE COMPLETE AND SUBMIT THE FORM TO COUNTY LIBRARY'S CONTRACT SERVICES UNIT

Library Name: _____ Date Completed: _____

No. of Trees trimmed: _____

No. of Trees **Not** trimmed: _____ Location of Trees: _____

Explanation for not Trimming Trees: _____

Contractor: _____

Please **Email** completed form within 1 business day of completion to Contract Services at:contractservices@library.lacounty.gov**CONTRACT STAFF USE ONLY**☐ Trimming Satisfactory ☐ Trimming Unsatisfactory ☐ Job Not Done

Date Inspected: _____ Inspected by: _____

Comments: _____

☐ **COMPLETE**-Logged and Filed ☐ Contractor Notified of unsatisfactory work ☐ Follow-up (F/U Complete Date: _____)

**CONTRACT FOR
LANDSCAPE AND GROUNDS MAINTNENANCE SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H PAYROLL STATEMENT OF COMPLIANCE

UNIQUE EXHIBITS

- I FACILTITIES MAINTENANCE COST

STATEMENT OF WORK AND ATTACHMENTS

PRICING SCHEDULE

AREA 3

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: A.C.Bilbrew Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 11,400.00
---	---------------------

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Carson Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 11,400.00
---	---------------------

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Compton Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 11,400.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be

Service:

	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: East Rancho Dominguez Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 13,680.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

<u>Service:</u>	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Gardena Mayme Dear library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$ 13,200.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Lawndale Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	3	12	\$ 21.00
Grounds Maintenance Worker:	1	3	12	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 12,360.00
---	---------------------

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

<u>Service:</u>	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Lomita Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	4	16	\$ 21.00
Grounds Maintenance Worker:	1	4	16	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 13,440.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be

<u>Service:</u>	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Manhattan Beach Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$ 10,800.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Dr. Martin Luther King Jr. Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$ 10,800.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

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PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Maseo W. Satow Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 11,400.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be

<u>Service:</u>	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

AREA 4

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Avalon Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1			\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1			\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 8,928.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Culver City Julian Dixon Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	3	12	\$ 21.00
Grounds Maintenance Worker:	1	3	12	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$ 17,400.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

A. SAFETY CLEARANCE

♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00

B. RENOVATION / VERTICAL MOWING

\$ 1,500.00

C. TURF RE-SEEDING / RESTORATION OF BARE AREAS

\$ 550.00

D. DISEASE / INSECT CONTROL

♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00

E. IRRIGATION

♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Florence Firestone CSC Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	3	12	\$ 21.00
Grounds Maintenance Worker:	1	3	12	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is

TOTAL MAINTENANCE COST PER YEAR:	\$ 14,340.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be

<u>Service:</u>	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Graham Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is

TOTAL MAINTENANCE COST PER YEAR: \$ 8,604.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Hawthorne Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 8,604.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

<u>Service:</u>	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Hollypark IT Facility**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR: \$ 8,604.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

Service:

	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Huntington Park Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: <u>Plumber</u>	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:**\$ 10,680.00****ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be

Service:

	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Lennox Library Complex

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	2	8	\$ 26.00
Working Supervisor:	1	4	16	\$ 21.00
Grounds Maintenance Worker:	1	4	16	\$ 20.00
Other: Plumber	1	2	8	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is

TOTAL MAINTENANCE COST PER YEAR:	\$ 17,760.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

<u>Service:</u>	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: View Park Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	8	\$ 26.00
Working Supervisor:	1	2	16	\$ 21.00
Grounds Maintenance Worker:	1	2	16	\$ 20.00
Other: Plumber	1	1	8	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:**\$ 10,680.00****ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

Service:**Cost Per Request****A. SAFETY CLEARANCE**

♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00

B. RENOVATION / VERTICAL MOWING

\$ 1,500.00

C. TURF RE-SEEDING / RESTORATION OF BARE AREAS

\$ 550.00

D. DISEASE / INSECT CONTROL

♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00

E. IRRIGATION

♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Wiseburn Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	1	4	\$ 21.00
Grounds Maintenance Worker:	1	1	4	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is

TOTAL MAINTENANCE COST PER YEAR:**\$ 8,400.00****ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Woodcrest Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$	10,284.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

AREA 5

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Angelo M. Lacoboni Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	3	12	\$ 21.00
Grounds Maintenance Worker:	1	3	12	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 14,400.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Clifton M. Brakensiek Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 11,520.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

A. SAFETY CLEARANCE

♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00

B. RENOVATION / VERTICAL MOWING

\$ 1,500.00

C. TURF RE-SEEDING / RESTORATION OF BARE AREAS

\$ 550.00

D. DISEASE / INSECT CONTROL

♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00

E. IRRIGATION

♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Hollydale Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	1	4	\$ 21.00
Grounds Maintenance Worker:	1	1	4	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR: \$ 8,400.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:**A. SAFETY CLEARANCE**

♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00

B. RENOVATION / VERTICAL MOWING

\$ 1,500.00

C. TURF RE-SEEDING / RESTORATION OF BARE AREAS

\$ 550.00

D. DISEASE / INSECT CONTROL

♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00

E. IRRIGATION

♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: La Mirada Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:**\$ 10,800.00****ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Leland R. Weaver Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR: \$ 10,800.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Los Nietos Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 13,200.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Lynwood Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 10,800.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	<u>Cost Per Request</u>
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Norwalk Regional Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	4	16	\$ 21.00
Grounds Maintenance Worker:	1	4	16	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR: \$ 14,400.00

ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Paramount Library**STAFFING AND RATES**

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 10,800.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: South Whittier Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor:	1	1.0	4.00	\$ 26.00
Working Supervisor:	1	3	12.00	\$ 21.00
Grounds Maintenance Worker:	1	3	12.00	\$ 20.00
Other: Plumber	1	1	4.00	\$ 23.00

*Effective January 1, 2024 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$	13,128.00
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ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:

	Cost Per Request
A. SAFETY CLEARANCE	
♦ Trees	\$ 560.00
♦ Hedges / Shrubs	\$ 450.00
B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
D. DISEASE / INSECT CONTROL	
♦ Turf	\$ 980.00
♦ Trees	\$ 1,560.00
♦ Shrubs / Ground Cover	\$ 850.00
E. IRRIGATION	
♦ Price Per Controller	\$ 1,800.00
♦ Price per Sprinkler Head	\$ 25.00
♦ Price per Quick Coupler	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance **Area 3** as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS**MONTHLY CONTRACTOR FEE FOR AREA 3:**

\$ 9,990.00 per month (use figures)

ANNUAL CONTRACTOR FEE FOR AREA 3:

\$ 119,880.00 per year (use figures)

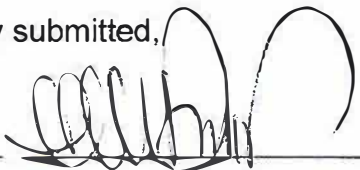
EMPLOYEE RATES FOR AREA 3:**FULL TIME EMPLOYEES:**

Number of supervisors:	<u>1</u>	Hourly Wage:	\$ <u>26.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage:	\$ <u>21.00</u>
Number of grounds maintenance workers:	<u>1</u>	Hourly Wage:	\$ <u>20.00</u>
Other: (<u>plumber</u>)	<u>1</u>	Hourly Wage:	\$ <u>23.00</u>

SPECIALTY CREWS:

Number of plumbers:	<u>1</u>	Hourly Wage:	\$ <u>40.00</u>
Number of tree trimmers:	<u>1</u>	Hourly Wage:	\$ <u>40.00</u>
Number of irrigation specialists:	<u> </u>	Hourly Wage:	\$ <u> </u>
Other: (<u> </u>)	<u> </u>	Hourly Wage:	\$ <u> </u>

Respectfully submitted,

By: President

Title

10-10-2023

Date

Sepco Earthscape, Inc.

Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance **Area 4** as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS**MONTHLY CONTRACTOR FEE FOR AREA 4:**

\$ 10,357.00 per month (use figures)

ANNUAL CONTRACTOR FEE FOR AREA 4:

\$ 124,284.00 per year (use figures)

EMPLOYEE RATES FOR AREA 4:**FULL TIME EMPLOYEES:**

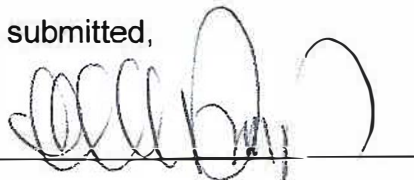
Number of supervisors:	<u>1</u>	Hourly Wage:	<u>\$ 26.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage:	<u>\$ 21.00</u>
Number of grounds maintenance workers:	<u>1</u>	Hourly Wage:	<u>\$ 20.00</u>
Other: (<u>plumber</u>)	<u>1</u>	Hourly Wage:	<u>\$ 23.00</u>

SPECIALTY CREWS:

Number of plumbers:	<u>1</u>	Hourly Wage:	<u>\$ 40.00</u>
Number of tree trimmers:	<u>1</u>	Hourly Wage:	<u>\$ 40.00</u>
Number of irrigation specialists:	<u> </u>	Hourly Wage:	<u>\$ _____</u>
Other: (<u> </u>)	<u> </u>	Hourly Wage:	<u>\$ _____</u>

Respectfully submitted,

By:



 president

 10-10-2023

Title

Date

 Sepco Earthscape, Inc.

Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance **Area 5** as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS**MONTHLY CONTRACTOR FEE FOR AREA 5:**

\$ 9,854.00 per month (use figures)

ANNUAL CONTRACTOR FEE FOR AREA 5:

\$ 118,248.00 per year (use figures)

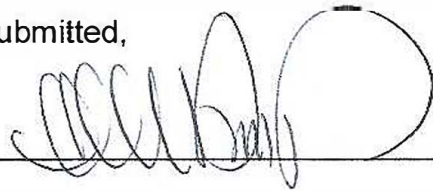
EMPLOYEE RATES FOR AREA 5:**FULL TIME EMPLOYEES:**

Number of supervisors:	<u>1</u>	Hourly Wage:	<u>\$ 26.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage:	<u>\$ 21.00</u>
Number of grounds maintenance workers:	<u>1</u>	Hourly Wage:	<u>\$ 20.00</u>
Other: (<u>plumber</u>)	<u>1</u>	Hourly Wage:	<u>\$ 23.00</u>

SPECIALTY CREWS:

Number of plumbers:	<u>1</u>	Hourly Wage:	<u>\$ 40.00</u>
Number of tree trimmers:	<u>1</u>	Hourly Wage:	<u>\$ 40.00</u>
Number of irrigation specialists:	<u> </u>	Hourly Wage:	<u>\$</u>
Other: (<u> </u>)	<u> </u>	Hourly Wage:	<u>\$</u>

Respectfully submitted,

By: President10-10-2023

Title

Date

Sepco Earthscape, inc.

Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Elsa Munoz
Title: Head, Support Services
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-940-8485
Facsimile: N/A
E-mail Address: emunoz@library.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Gilbert A. Garcia
Title: Contract Services Coordinator
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-459-6780
Facsimile: N/A
E-mail Address: ggarcia@library.lacounty.gov

COUNTY'S CONTRACT PROJECT MONITORS:

Name: Leticia Isunza
Title: Contract Analyst
Telephone: 562-459-6770
E-mail Address: lisunza@library.lacounty.gov

Name: Sevak Khatchadorian
Title: Contract Analyst
Telephone: 562-459-6783
E-mail Address: skhatchadorian@library.lacounty.gov

Name: Carla Leung
Title: Contract Analyst
Telephone: 562-603-8977
E-mail Address: yleung@library.lacounty.gov

Address: 7400 E. Imperial Hwy.
Downey, CA 90242

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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: ____/____/____

PRINTED NAME: _____

POSITION: _____

SAFELY SURRENDERED BABY LAW

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.

PAYROLL STATEMENT OF COMPLIANCE

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any 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:

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.

FACILITIES MAINTENANCE COST

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 3

FACILITIES MAINTENANCE COST

Library Facilities	Monthly Cost	Annual Cost
A.C. Bilbrew	\$950.00	\$ 11,400.00
Carson	\$950.00	\$ 11,400.00
Compton	\$950.00	\$ 11,400.00
East Rancho Dominguez	\$1,140.00	\$ 13,680.00
Gardena Mayme Dear	\$1,100.00	\$ 13,200.00
Lawndale	\$1,030.00	\$ 12,360.00
Lomita	\$1,120.00	\$ 13,440.00
Manhattan Beach	\$900.00	\$ 10,800.00
Dr. Martin Luther King Jr.	\$900.00	\$ 10,800.00
Masao W. Satow	\$950.00	\$ 11,400.00
-	-	-
-	-	-
-	-	-
Total	\$ 9,990.00	\$ 119,880.00

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4

FACILITIES MAINTENANCE COST

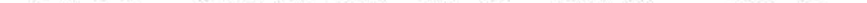
Library Facilities	Monthly Cost	Annual Cost
Avalon	\$ 744.00	\$ 8,928.00
Culver City Julian Dixon	\$ 1,450.00	\$ 17,400.00
Florence-Firestone CSC	\$ 1,195.00	\$ 14,340.00
Graham	\$ 717.00	\$ 8,604.00
Hawthorne	\$ 717.00	\$ 8,604.00
Hollypark IT Facility	\$ 717.00	\$ 8,604.00
Huntington Park	\$ 890.00	\$ 10,680.00
Lennox Library Complex	\$ 1,480.00	\$ 17,760.00
View Park	\$ 890.00	\$ 10,680.00
Wiseburn	\$ 700.00	\$ 8,400.00
Woodcrest	\$ 857.00	\$ 10,284.00
-	-	-
-	-	-
-	-	-
Total	\$ 10,357.00	\$ 124,284.00

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 5

FACILITIES MAINTENANCE COST

Library Facilities	Monthly Cost	Annual Cost
Angelo M. Iacoboni	\$ 1,200.00	\$ 14,400.00
Clifton M. Brakensiek	\$ 960.00	\$ 11,520.00
Hollydale	\$ 700.00	\$ 8,400.00
La Mirada	\$ 900.00	\$ 10,800.00
Leland R. Weaver	\$ 900.00	\$ 10,800.00
Los Nietos	\$ 1,100.00	\$ 13,200.00
Lynwood	\$ 900.00	\$ 10,800.00
Norwalk	\$ 1,200.00	\$ 14,400.00
Paramount	\$ 900.00	\$ 10,800.00
South Whittier	\$ 1,094.00	\$ 13,128.00
-	-	-
-	-	-
-	-	-
-	-	-
Total	\$ 9,854.00	\$ 118,248.00

lacounty.gov



Solicitation Number:	461-23-02		
Title:	LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREAS 3-4-5		
Department:	Public Library		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMI		
Description:	LA County Library is releasing one (1) Request for Proposals (RFP) for the solicitation of proposals from qualified organizations interested in providing Landscape and Grounds Maintenance Services - Areas 3, 4, and 5. The deadline for submitting proposals is no later than 10:00 a.m., Pacific Standard Time (PST) on Tuesday, October 10, 2023. Less		
Open Day:	9/14/2023	Close Date:	10/10/2023 10:00:00 AM
Contact Name:	Leticia Isunza	Contact Phone:	(562) 459-6770
Contact Email:	lisunza@library.lacounty.gov		
Last Changed On:	9/14/2023 1:19:03 PM		
Attachment File (10) :	Click here to download attachment files.		

Sepco Earthscape, Inc.
REQUIRED FORMS – EXHIBIT 6
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.
Total Number of Employees in California:	21
Total Number of Employees (including owners):	23
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	
Race/Ethnic Composition	Owners/Partners/ Associate Partners
	Male Female
Black/African American	% %
Hispanic/Latino	% %
Asian or Pacific Islander	% %
Native Americans	% %
Subcontinent Asian	% %
White	1 1 50% 50%

TITLE	REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ