



MICHAEL OWH
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

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Speed. Reliability. Value.

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September 10, 2024

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

Dear Supervisors:

REQUEST FOR APPROVAL TO AWARD AND EXECUTE FIVE CONTRACTS FOR LANDSCAPE SERVICES (ALL DISTRICTS – 3 VOTES)

SUBJECT

Request approval to award and execute five landscape services contracts to provide services at 156 facilities throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that landscape services can be performed more economically by independent contractors than by County employees.
2. Approve and instruct the Chair to sign the attached contracts for five Regions (Attachments 1-5), with Mariposa Landscapes, Inc., Landsco, Inc., Stay Green, and Sepco Earthscape, Inc., to provide landscape services at various County facilities effective October 1, 2024, for a period of three years, with three one-year renewal options, and six month-to-month extensions, for a maximum total contract term of six years and six months, for a total first year cost of \$776,784 (Region 1), \$905,208 (Region 3), \$1,235,040 (Region 4), \$451,889 (Region 5), and \$726,072 (Region 6), and an aggregate of approximately \$12.6 million, for the initial 3-year term.
3. Authorize the Director of Internal Services Department (ISD), or their designee, upon County Counsel review, to exercise the renewal options and month-to-month extensions in accordance with the attached contracts, add and delete facilities, approve necessary changes to scope of services, and execute

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

applicable contract amendments should the original contracting entities merge, be acquired, or otherwise have a change of entity.

4. Authorize the Director of ISD, or their designee, to increase the contract amount up to an additional 10% to allow for any possible cost of living adjustments (COLA) during the renewal option years in accordance with County policy and terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

ISD currently contracts for landscape services at 165 facilities located throughout the County. The work is divided into six regions with one contract per region. On September 21, 2021, via delegated authority, the Chief Executive Office approved a contract for landscape services in Region 2, servicing nine facilities, which expires under its' final term on June 30, 2028. As such, the recommended contracts are for 5 Regions (Regions 1, 3, 4, 5, and 6) where ISD is currently providing services at 156 County facilities. The existing landscape service contracts for these five Regions will expire on September 30, 2024. The recommended actions will ensure that these County facilities continue to receive landscape services without interruption. The four recommended contractors are Mariposa Landscapes, Inc. (Region 1 and 3), Landsco, Inc. (Region 4), Stay Green (Region 5), and Sepco Earthscape, Inc. (Region 6).

Approval of recommendation number one and two will allow ISD to award landscape services contracts to meet the immediate and continued need for such services and find that the contracts are cost effective.

Approval of recommendation number three will allow ISD to effectively manage the contracts through their terms. To meet the operational needs of ISD's client departments, there may be occasions during the term of the contract when the scope of service at a facility must be changed or when a facility needs to be added or deleted. Approval of this recommendation will also provide ISD with the ability to effectively manage these situations.

Approval of recommendation number four will allow ISD to approve COLA in accordance with County policy and terms of the contract, if requested by the Contractors.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contracts support the County's Strategic Plan Strategy and Focus Goal D (Sustainability) i. Climate Health: Mitigate climate change and build climate resilient communities; ii. Green Economy: Make an equitable transition to, and invest in the growth of, a carbon-free green economy; and iii. Natural Resources: Support thriving ecosystems, habitats, and biodiversity by providing landscape services that are SB 1383 compliant. Under the recommended contracts utilization of recycled compost and mulch at County facilities is required in an effort to reduce greenhouse gas emissions that have the most immediate impact on climate, and to adapt to the increasing threat of climate change in California. Further the recommended contracts require organic waste recycling to be diverted from landfills and recycled.

FISCAL IMPACT/FINANCING

The annual costs for each of the recommended contracts are attached (Attachment 6). Sufficient appropriation for the recommended contracts is included in ISD's Fiscal Year 2024-2025 Recommended Budget and sufficient appropriation will be requested in future years. Expenditures will be offset through billings to County departments.

The contract rates are fixed for the initial term of the contracts. The contracts allow for a COLA increase during the option years of the contracts, if the option years are exercised. The COLA language in the contracts complies with your Board's directive that COLAs for Living Wage contracts be limited to only the non-labor costs associated with the contract, unless the contractor can demonstrate an increase in labor cost.

Pursuant to Board Policy 5.030 (Low-Cost Labor Resource Program), departments are required to consider low-cost County resource options in lieu of, or as supplements to any future contracts, which include outreach to various departments with low-cost labor programs that could potentially provide similar services. To this end, ISD contacted seven low-cost resource providers, one responded, and costs were not cost effective.

ISD conducted Prop A cost analyses to ensure the contracts are cost effective, summaries of which are attached (Attachment 7). Based on the Prop A cost analyses, the proposed contracts will provide a cost savings ranging from 33.70% to 60.60% to the County during the first contract year, from 25.93% to 55.31% the second contract year, and from 25.93% to 55.10% the third contract year.

Pursuant to the Fiscal Manual, ISD has provided its required cost analysis to the Auditor- Controller that demonstrates that cost effectiveness. The Auditor- Controller

reviewed and approved ISD's cost analysis to determine that the contract costs are effective and that services can be performed more economically by a contractor.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contracts include the County's standard terms and conditions which have been approved as to form by County Counsel. The contracts contain all of the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/START participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

The proposed contracts are subject to the Living Wage Program (Los Angeles County Code Chapter 2.201). The contractors will pay an hourly rate of no less than \$18.86 per hour from October 1, 2024, to December 31, 2024, and will pay the applicable Living Wage rate effective January 1, 2025, and thereafter.

CONTRACTING PROCESS

On March 21, 2024, ISD released a Request for Proposals (RFP) for Landscape Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment 8). Notice of the RFP was sent by electronic mail to 234 vendors registered with the County. In addition, the contracting opportunity was advertised in the following publications: Our Weekly (hyper-local), La Opinión (ethnic Spanish language newspaper), Watts Times (hyper-local), and the East LA Tribune (hyper-local) in the geographical locations where the services will be provided.

To increase opportunities for Preference Program Enterprises, ISD regularly participates in outreach efforts such as vendor fairs with the Department of Economic Opportunity and other County departments during which this RFP was advertised. On March 28, 2024, 15 firms attended the mandatory virtual proposer's conference and site visits. As a result of the competitive RFP, on April 19, 2024, 24 proposals were received for the 5 Regions. Each proposal was reviewed for responsiveness and compliance with the minimum requirements set forth in the RFP. All proposals received met the minimum requirements, except for one which had an incomplete submission and was disqualified and therefore not evaluated. All remaining proposals were evaluated by an evaluation committee in accordance with the evaluation process identified in the RFP. After the completion of the evaluation process and award

notifications were made, one recommended vendor withdrew its proposal due to capacity concerns. There were no protests resulting from this solicitation.

The recommended awards of two contracts are to certified Local Small Business Enterprises (LSBEs) who are certified for the County of Los Angeles. As such, the recommended proposers for Regions 4 (Landsco) and 6 (Sepco) met the criteria as LSBE vendors and were therefore granted the 15% preference in the evaluation of their cost proposals. A summary of Community Business Enterprise Program information for each of the recommended contractors is attached (Attachment 9).

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

As indicated, Proposition A cost analyses were conducted, and it has been determined that the recommended contracts meet Proposition A cost effectiveness criteria.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contracts will allow the County to continue to provide landscape services for various County departments throughout the County of Los Angeles without interruption in service.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Office, Board of Supervisors, return one stamped copy of the approved Board Letter to ISD as well as the signed contracts.

Respectfully submitted,



MICHAEL OWH
Director

MO:LG:CC:nv

Attachments

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

ATTACHMENT 6**Contract Costs**

Region:	Recommended Contractor:	First Year Contract Costs:	Initial Term Aggregate Costs:
Region 1	Mariposa Landscapes, Inc.	\$ 776,784.00	\$ 2,411,988.00
Region 3	Mariposa Landscapes, Inc.	\$ 905,208.00	\$ 2,808,107.00
Region 4	Landsco, Inc.	\$ 1,235,040.00	\$ 3,705,120.00
Region 5	Stay Green	\$ 451,889.00	\$ 1,445,337.00
Region 6	Sepco Earthscape, Inc.	\$ 726,072.00	\$ 2,196,120.00
	Totals:	\$ 4,094,993.00	\$ 12,566,672.00

ATTACHMENT 7

1741	24-25 Productive Work Hours (PWH)
0.49834	23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537	24-25 Top Step Variance

49.834

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (October 1, 2024-September 30, 2025).

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, FWTs (1/41), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.

[6] Top step of annual salaries for County positions.

⁷ Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% - 0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWHs (1741). Staff will work daytime so no bonus was applied.

[9] Not used

[10] Annual Vehicle/Equipment costs

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, Vehicle Maintenance, Fuel, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure

[13] Contractor's Annual Profit represents approximately 5% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, training, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 1) - MARIPOSA LANDSCAPES
OCTOBER 1, 2025-SEPTEMBER 30, 2026

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS									
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[6]	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[7] (b)x49.834%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)
Region 1					Region 1									
Laborer	2.80	\$ 120,090.88				0352 Grounds Maintenance Worker I	2.80	3.36	4.00	\$ 213,800.64	\$ 203,892.48	\$ 101,607.78	\$ -	\$ 305,500.25
Foreman	1.42	\$ 66,987.65				0354 Grounds Maintenance Worker II	2.0	2.40	3.00	\$ 179,620.20	\$ 171,296.06	\$ 85,363.68	\$ -	\$ 256,659.74
Supervisor	-	\$ -				0361 Grounds Maintenance Supervisor	1.4	1.70	2.00	\$ 138,831.36	\$ 132,397.50	\$ 65,978.97	\$ -	\$ 198,376.47
Lead	2.00	\$ 87,942.40				0048 Pest Exterminator	-	-	1.00	\$ 64,788.00	\$ 61,785.53	\$ 30,790.20	\$ -	\$ 92,575.73
Irrigator	0.75	\$ 39,655.20				7269 Plumber	0.75	0.90	1.00	\$ 109,375.68	\$ 104,306.88	\$ 51,980.29	\$ -	\$ 156,287.17
Other	0.39	\$ 27,572.69												
	7.36	\$ 342,248.82												
							6.97	8.36	11.00	706,415.88	673,678.45	335,720.92	-	1,009,399.37
ANNUAL LABOR COSTS					ANNUAL LABOR COSTS									
Region 1		\$ 342,248.82	\$ 136,232.51	\$ 478,481.32	Region 1					\$ 673,678.45	\$ 335,720.92	\$ -	\$ 1,009,399.37	
ANNUAL VEHICLE/EQUIPMENT COSTS					ANNUAL VEHICLE/EQUIPMENT COSTS ^[10]									
Region 1				\$ 100,206.72	Region 1									\$ 159,287.23
ANNUAL SERVICES AND SUPPLIES COSTS					ANNUAL SERVICES AND SUPPLIES COSTS ^[11]									
Region 1				\$ 56,150.04	Region 1									\$ 151,398.77
ANNUAL GENERAL AND ADMINISTRATIVE COSTS					ANNUAL INDIRECT COSTS ^[12]									
Region 1				\$ 128,574.84	Region 1									\$ -
ANNUAL PROFIT ^[13]					ONE-TIME START-UP COSTS ^[14]									
Region 1				\$ 40,179.60	Region 1									\$ -
TOTAL ESTIMATED CONTRACT COSTS					TOTAL ESTIMATED AVOIDABLE COSTS									
Region 1				\$ 803,592.52	Region 1									\$ 1,320,085.37

1735 23-24 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537 24-25 Top Step Variance

COST SAVINGS ^[15]			\$ 803,592.35	0.18 rounding
	Region 1			
TOTAL ESTIMATED AVOIDABLE COSTS:	\$	1,320,085.37		
TOTAL ESTIMATED CONTRACT COSTS:	\$	803,592.52		
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]	\$	516,492.85		
ESTIMATED SAVINGS PERCENTAGE:		39.13%		
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$	-		

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (October 1, 2025-September 30, 2026)

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COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

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PROP A CONTRACT SERVICES (Region 1) - MARIPOSA LANDSCAPES
OCTOBER 1, 2026-SEPTEMBER 30, 2027

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS														
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[6]	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[7] (b)x49.834%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)					
Region 1 Laborer 2.80 \$ 123,701.76 Foreman 1.42 \$ 68,996.10 Supervisor - \$ - Lead 2.00 \$ 90,563.20 Irrigator 0.75 \$ 40,940.80 Other 0.39 \$ 28,400.11 <u>7.36 \$ 352,501.97</u>					Region 1 0352 Grounds Maintenance Worker I 2.80 3.36 4.00 \$ 213,800.64 \$ 203,892.48 \$ 101,607.78 \$ - \$ 305,500.25 0354 Grounds Maintenance Worker II 2.0 2.40 3.00 \$ 179,620.20 \$ 171,296.06 \$ 85,363.68 \$ - \$ 256,659.74 0361 Grounds Maintenance Supervisor 1.4 1.70 2.00 \$ 138,831.36 \$ 132,397.50 \$ 65,978.97 \$ - \$ 198,376.47 0048 Pest Exterminator - - 1.00 \$ 64,788.00 \$ 61,785.53 \$ 30,790.20 \$ - \$ 92,575.73 7269 Plumber 0.75 0.90 1.00 \$ 109,375.68 \$ 104,306.88 \$ 51,980.29 \$ - \$ 156,287.17														
					<u>6.97 8.36 11.00 706,415.88 673,678.45 335,720.92 - 1,009,399.37</u>														
					ANNUAL LABOR COSTS					ANNUAL LABOR COSTS									
					Region 1	\$ 352,501.97	\$ 139,205.96	\$ 491,707.92	Region 1	\$ 673,678.45 \$ 335,720.92 \$ - \$ 1,009,399.37									
					ANNUAL VEHICLE/EQUIPMENT COSTS					ANNUAL VEHICLE/EQUIPMENT COSTS ^[10]									
					Region 1			\$ 98,315.28	Region 1	\$ 159,287.23									
					ANNUAL SERVICES AND SUPPLIES COSTS					ANNUAL SERVICES AND SUPPLIES COSTS ^[11]									
					Region 1			\$ 66,950.04	Region 1	\$ 159,798.77									
					ANNUAL GENERAL AND ADMINISTRATIVE COSTS					ANNUAL INDIRECT COSTS ^[12]									
					Region 1			\$ 133,058.04	Region 1	\$ -									
ANNUAL PROFIT ^[13]					ONE-TIME START-UP COSTS ^[14]														
Region 1				\$ 41,580.60	Region 1	\$ -													
TOTAL ESTIMATED CONTRACT COSTS					TOTAL ESTIMATED AVOIDABLE COSTS														
Region 1				\$ 831,611.88	Region 1	\$ 1,328,485.37													

COST SAVINGS^[15] \$ 831,611.84 0.05 rounding

	Region 1	
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 1,328,485.37	
TOTAL ESTIMATED CONTRACT COSTS:	\$ 831,611.88	
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]	\$ 496,873.49	
ESTIMATED SAVINGS PERCENTAGE:	37.40%	
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$ -	

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the second year of the contract (October 1, 2026-September 30, 2027)

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1735 23-24 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537 24-25 Top Step Variance

[illegible]

NOTES:

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[12] There will not be indirect costs. We will absorb the positions within our current management structure.

[13] Contractor's Annual Profit represents approximately 5% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, training, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 3) - MARIPOSA LANDSCAPES
OCTOBER 1, 2026-SEPTEMBER 30, 2027

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS									
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[6]	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[7] (b)x49.834%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)
Region 3					Region 3									
Laborer	2.44	\$ 107,797.25				0352 Grounds Maintenance Worker I	2.44	2.93	3.00	\$ 160,350.48	\$ 152,919.36	\$ 76,205.83	\$ -	\$ 229,125.19
Foreman	1.24	\$ 60,250.11				0354 Grounds Maintenance Worker II	4.0	4.80	5.00	\$ 299,367.00	\$ 285,493.44	\$ 142,272.80	\$ -	\$ 427,766.23
Supervisor	-	\$ -				0361 Grounds Maintenance Supervisor	1.2	1.49	2.00	\$ 138,831.36	\$ 132,397.50	\$ 65,978.97	\$ -	\$ 198,376.47
Lead	4.00	\$ 181,126.40				0048 Pest Exterminator	-	-	1.00	\$ 64,788.00	\$ 61,785.53	\$ 30,790.20	\$ -	\$ 92,575.73
Irrigator	0.50	\$ 27,227.20				7269 Plumber	0.50	0.60	1.00	\$ 109,375.68	\$ 104,306.88	\$ 51,980.29	\$ -	\$ 156,287.17
Other	0.36	\$ 26,215.49												
	8.54	\$ 402,616.45												

COST SAVINGS^[15] \$ 967,319.21 0.13 rounding

	Region 3	
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 1,396,321.65	
TOTAL ESTIMATED CONTRACT COSTS:	\$ 967,319.34	
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]	\$ 429,002.31	

ESTIMATED SAVINGS PERCENTAGE: 30.72%

TOTAL ESTIMATED ONE-TIME START-UP COSTS: \$ -

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the second year of the contract (October 1, 2026-September 30, 2027)

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1741), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.

[6] Top step of annual salaries for County positions.

[7] Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% - 0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWHs (1741). Staff will work daytime so no bonus was applied.

[9] Not used

[10] Annual Vehicle/Equipment costs

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, Vehicle Maintenance, Fuel, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure.

[13] Contractor's Annual Profit represents approximately 5% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, training, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

1735 23-24 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability,
0.9537 24-25 Top Step Variance

ATTACHMENT 7

1741	24-25 Productive Work Hours (PWH)
0.49834	23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537	24-25 Top Step Variance

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (October 1, 2024-September 30, 2025)

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1741), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff. Grounds Maintenance Supervisor added for any ratio less than (8:1).

[6] Top step of annual salaries for County positions.

[7] Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% - 0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWHs (1741). Staff will work daytime so no bonus was applied.

[9] Not used

[10] Annual Vehicle/Equipment costs

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, Vehicle Maintenance, Fuel, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure.

[13] Contractor's Annual Profit represents approximately 23% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, training, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 4) - LANDSCO INC
OCTOBER 1, 2025-SEPTEMBER 30, 2026

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS													
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[6]	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[7] (b)x49.834%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)				
Region 4					Region 4													
Laborer	4.00	\$ 184,320.00				0352 Grounds Maintenance Worker I	4.00	4.41	5.00	\$ 267,250.80	\$ 254,865.60	\$ 127,009.72	\$ -	\$ 381,875.32				
Foreman	3.0	\$ 149,760.00				0354 Grounds Maintenance Worker II	3.0	3.31	4.00	\$ 239,493.60	\$ 228,394.75	\$ 113,818.24	\$ -	\$ 342,212.99				
Supervisor	1.0	\$ 53,760.00				0361 Grounds Maintenance Supervisor	1.0	1.10	2.00	\$ 138,831.36	\$ 132,397.50	\$ 65,978.97	\$ -	\$ 198,376.47				
	\$	-				0048 Pest Exterminator	-	-	1.00	\$ 64,788.00	\$ 61,785.53	\$ 30,790.20	\$ -	\$ 92,575.73				
	\$	-				7269 Plumber	-	-	1.00	\$ 109,375.68	\$ 104,306.88	\$ 51,980.29	\$ -	\$ 156,287.17				
	\$	-																
	8.00	\$ 387,840.00																
							8.00	8.82	13.00	819,739.44	781,750.26	389,577.42	-	1,171,327.68				
ANNUAL LABOR COSTS					ANNUAL LABOR COSTS													
Region 4	\$	387,840.00	\$	34,859.52	\$	422,699.52	Region 4				\$	781,750.26	\$	389,577.42	\$	-	\$	1,171,327.68
ANNUAL VEHICLE/EQUIPMENT COSTS					ANNUAL VEHICLE/EQUIPMENT COSTS ^[10]													
Region 4				\$	54,000.00	Region 4											\$	185,686.23
ANNUAL SERVICES AND SUPPLIES COSTS					ANNUAL SERVICES AND SUPPLIES COSTS ^[11]													
Region 4				\$	372,699.48	Region 4											\$	310,491.98
ANNUAL GENERAL AND ADMINISTRATIVE COSTS					ANNUAL INDIRECT COSTS ^[12]													
Region 4				\$	96,457.32	Region 4											\$	-
ANNUAL PROFIT ^[13]					ONE-TIME START-UP COSTS ^[14]													
Region 4				\$	289,183.68	Region 4											\$	-
TOTAL ESTIMATED CONTRACT COSTS				\$	1,235,040.00	TOTAL ESTIMATED AVOIDABLE COSTS												
Region 4				\$	1,235,040.00	Region 4											\$	1,667,505.89

COST SAVINGS ^[15]			\$ 1,235,040.00	- rounding
	Region 4			
TOTAL ESTIMATED AVOIDABLE COSTS:		\$ 1,667,505.89		
TOTAL ESTIMATED CONTRACT COSTS:		\$ 1,235,040.00		
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]		\$ 432,465.89		
ESTIMATED SAVINGS PERCENTAGE:		25.93%		
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$ -			

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (October 1, 2025-September 30, 2026)

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1741), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff. Grounds Maintenance Supervisor added for any ratio less than (8:1).

[6] Top step of annual salaries for County positions.

[7] Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% -0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWHs (1741). Staff will work daytime so no bonus was applied.

[9] Not used

[10] Annual Vehicle/Equipment costs

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, Vehicle Maintenance, Fuel, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure.

[13] Contractor's Annual Profit represents approximately 23% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, training, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

1741 24-25 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537 24-25 Top Step Variance

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 4) - LANDSCO INC
OCTOBER 1, 2026-SEPTEMBER 30, 2027

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS										
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[8]	(a) ANNUAL SALARIES ^[6]	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[7] (b)x49.834%	(d) BONUS ALLOWANCE ^[9]	TOTAL ANNUAL S&EB (b)+(c)+(d)	
Region 4					Region 4										
Laborer	4.00	\$ 184,320.00				0352 Grounds Maintenance Worker I	4.00	4.41	5.00	\$ 267,250.80	\$ 254,865.60	\$ 127,009.72	\$ -	\$ 381,875.32	
Foreman	3.0	\$ 149,760.00				0354 Grounds Maintenance Worker II	3.0	3.31	4.00	\$ 239,493.60	\$ 228,394.75	\$ 113,818.24	\$ -	\$ 342,212.99	
Supervisor	1.0	\$ 53,760.00				0361 Grounds Maintenance Supervisor	1.0	1.10	2.00	\$ 138,831.36	\$ 132,397.50	\$ 65,978.97	\$ -	\$ 198,376.47	
	\$	-				0048 Pest Exterminator	-	-	1.00	\$ 64,788.00	\$ 61,785.53	\$ 30,790.20	\$ -	\$ 92,575.73	
	\$	-				7269 Plumber	-	-	1.00	\$ 109,375.68	\$ 104,306.88	\$ 51,980.29	\$ -	\$ 156,287.17	
	\$	-													
	8.00	\$ 387,840.00													
							8.00	8.82	13.00	819,739.44	781,750.26	389,577.42	-	1,171,327.68	
ANNUAL LABOR COSTS					ANNUAL LABOR COSTS										
Region 4	\$	387,840.00	\$	34,859.52	\$	422,699.52	Region 4			\$	781,750.26	\$	389,577.42	\$ -	\$ 1,171,327.68
ANNUAL VEHICLE/EQUIPMENT COSTS					ANNUAL VEHICLE/EQUIPMENT COSTS ^[10]										
Region 4				\$	54,000.00	Region 4								\$	185,686.23
ANNUAL SERVICES AND SUPPLIES COSTS					ANNUAL SERVICES AND SUPPLIES COSTS ^[11]										
Region 4				\$	372,699.48	Region 4								\$	310,491.98
ANNUAL GENERAL AND ADMINISTRATIVE COSTS					ANNUAL INDIRECT COSTS ^[12]										
Region 4				\$	96,457.32	Region 4								\$	-
ANNUAL PROFIT ^[13]					ONE-TIME START-UP COSTS ^[14]										
Region 4				\$	289,183.68	Region 4								\$	-
TOTAL ESTIMATED CONTRACT COSTS				\$	1,235,040.00	TOTAL ESTIMATED AVOIDABLE COSTS									
Region 4				\$	1,235,040.00	Region 4								\$	1,667,505.89

COST SAVINGS ^[15]				\$ 1,235,040.00	- rounding
		Region 4			
TOTAL ESTIMATED AVOIDABLE COSTS:		\$ 1,667,505.89			
TOTAL ESTIMATED CONTRACT COSTS:		\$ 1,235,040.00			
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]		\$ 432,465.89			
ESTIMATED SAVINGS PERCENTAGE:		25.93%			
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$	-			

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the second year of the contract (October 1, 2026-September 30, 2027)

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1741), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff. Grounds Maintenance Supervisor added for any ratio less than (8:1).

[6] Top step of annual salaries for County positions.

[7] Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% - 0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWHs (1741). Staff will work daytime so no bonus was applied.

[9] Not used

[10] Annual Vehicle/Equipment costs

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, Vehicle Maintenance, Fuel, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure.

[13] Contractor's Annual Profit represents approximately 23% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, training, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

1741 24-25 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537 24-25 Top Step Variance

ATTACHMENT 7

1741	24-25 Productive Work Hours (PWH)
0.49834	23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537	24-25 Top Step Variance

49.834

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (October 1, 2024–September 30, 2025)

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, FWTs (1/41), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.

[6] Top step of annual salaries for County positions.

⁷ Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% - 0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWHs (1741). Staff will work daytime so no bonus was applied.

[9] Not used

[10] Annual Vehicle/Equipment costs

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, Vehicle Maintenance, Fuel, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure

[13] Contractor's Annual Profit represents approximately 15% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, training, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 5) - STAY GREEN INC
OCTOBER 1, 2025-SEPTEMBER 30, 2026

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS									
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[6]	TOP STEP VARIANCE (a)x95.3657%	EMPLOYEE BENEFITS ^[7] (b)x49.834%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)
Region 5 Gardener 3.00 \$ 126,360.00 Crew Leader 1.00 \$ 49,920.00 \$ - \$ - \$ - \$ - <u>4.00 \$ 176,280.00</u>					Region 5 0352 Grounds Maintenance Worker I 3.00 3.60 4.00 \$ 213,800.64 \$ 203,892.48 \$ 101,607.78 \$ - \$ 305,500.25 0354 Grounds Maintenance Worker II 1.0 1.20 1.00 \$ 59,873.40 \$ 57,098.69 \$ 28,454.56 \$ - \$ 85,553.25 0361 Grounds Maintenance Supervisor - - 1.00 \$ 69,415.68 \$ 66,198.75 \$ 32,989.48 \$ - \$ 99,188.23 0048 Pest Exterminator - - 1.00 \$ 64,788.00 \$ 61,785.53 \$ 30,790.20 \$ - \$ 92,575.73 7269 Plumber - - 1.00 \$ 109,375.68 \$ 104,306.88 \$ 51,980.29 \$ - \$ 156,287.17 									

COST SAVINGS ^[15]		\$ 474,483.60
		\$ (240.03) rounding
	Region 5	
TOTAL ESTIMATED AVOIDABLE COSTS:	\$	952,252.77
TOTAL ESTIMATED CONTRACT COSTS:	\$	474,243.57
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]	\$	478,009.20
ESTIMATED SAVINGS PERCENTAGE:		50.20%
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$	-

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (October 1, 2025-September 30, 2026)

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1741), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.

[6] Top step of annual salaries for County positions.

[7] Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% -0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWHs (1741). Staff will work daytime so no bonus was applied.

[9] Not used

[10] Annual Vehicle/Equipment costs

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, Vehicle Maintenance, Fuel, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure.

[13] Contractor's Annual Profit represents approximately 15% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, training, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

1735 23-24 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability...
0.9537 24-25 Top Step Variance

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 5) - STAY GREEN INC
OCTOBER 1, 2026-SEPTEMBER 30, 2027

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS									
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[6]	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[7] (b)x49.834%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)
Region 5					Region 5									
Gardener	3.00	\$ 131,040.00				0352 Grounds Maintenance Worker I	3.00	3.60	4.00	\$ 213,800.64	\$ 203,892.48	\$ 101,607.78	\$ -	\$ 305,500.25
Crew Leader	1.00	\$ 50,960.00				0354 Grounds Maintenance Worker II	1.00	1.20	2.00	\$ 119,746.80	\$ 114,197.37	\$ 56,909.12	\$ -	\$ 171,106.49
		\$ -				0361 Grounds Maintenance Supervisor	-	-	1.00	\$ 69,415.68	\$ 66,198.75	\$ 32,989.48	\$ -	\$ 99,188.23
		\$ -				0048 Pest Exterminator	-	-	1.00	\$ 64,788.00	\$ 61,785.53	\$ 30,790.20	\$ -	\$ 92,575.73
		\$ -				7269 Plumber	-	-	1.00	\$ 109,375.68	\$ 104,306.88	\$ 51,980.29	\$ -	\$ 156,287.17

COST SAVINGS ^[15]		\$ 518,964.60	
	Region 5	\$ (540.04)	rounding
TOTAL ESTIMATED AVOIDABLE COSTS:		\$ 1,060,899.66	
TOTAL ESTIMATED CONTRACT COSTS:		\$ 518,424.56	
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]		\$ 542,475.10	
ESTIMATED SAVINGS PERCENTAGE:	51.13%		
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$ -		

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the second year of the contract (October 1, 2026-September 30, 2027)

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1741), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.

[6] Top step of annual salaries for County positions.

[7] Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% - 0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWHs (1741). Staff will work daytime so no bonus was applied.

[9] Not used

[10] Annual Vehicle/Equipment costs

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, Vehicle Maintenance, Fuel, and safety equipment. See "Cost Breakdown" tab for details.

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[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

1735 23-24 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537 24-25 Top Step Variance

1.741 24-25 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability)
0.9537 24-25 Top Step Variance

1.735 23-24 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability)
0.9547 23-24 Top Step Variance

49.834

CONTRACTOR COSTS ⁽¹⁾						COUNTY AVOIDABLE COSTS								
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ⁽²⁾	ANNUAL EMPLOYEE BENEFIT COSTS ⁽³⁾	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ⁽⁴⁾	PROPOSED STAFFING ⁽⁵⁾	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ⁽⁶⁾	(a) ANNUAL SALARIES ⁽⁸⁾	TOP STEP VARIANCE ^(e) x95.3657%	EMPLOYEE BENEFITS ⁽⁷⁾ ^(d) x49.834%	BONUS ALLOWANCE ⁽⁹⁾	TOTAL ANNUAL S&B ^{(b)+(c)+(d)}
Region 6														
Laborer	4.00	\$ 173,512.00			0352	Grounds Maintenance Worker I	4.00	4.88	5.00	\$ 267,250.80	\$ 254,865.60	\$ 127,009.72	\$ -	\$ 381,875.32
Foreman	4.00	\$ 181,976.00			0354	Grounds Maintenance Worker II	4.0	4.88	5.00	\$ 299,367.00	\$ 285,493.44	\$ 142,272.80	\$ -	\$ 427,766.23
Supervisor	1.50	\$ 86,138.25			0361	Grounds Maintenance Supervisor	1.5	1.87	2.00	\$ 138,831.36	\$ 132,397.50	\$ 65,978.97	\$ -	\$ 198,376.47
Lead	-	\$ -			0048	Pest Exterminator	-	-	1.00	\$ 64,788.00	\$ 61,785.53	\$ 30,790.20	\$ -	\$ 92,575.73
Plumber	1.00	\$ 22,704.00			7269	Plumber	1.00	0.59	1.00	\$ 109,375.68	\$ 104,306.88	\$ 51,980.29	\$ -	\$ 156,287.17
Other	-	\$ -												
	10.50	\$ 464,330.25					10.50	12.23	14.00	879,612.84	838,848.94	418,031.98	-	1,256,880.92
ANNUAL LABOR COSTS Region 6 \$ 464,330.25 \$ 82,176.24 \$ 546,506.49						ANNUAL LABOR COSTS Region 6 \$ 838,848.94 \$ 418,031.98 \$ - \$ 1,256,880.92								
ANNUAL VEHICLE/EQUIPMENT COSTS Region 6 \$ 9,900.00						ANNUAL VEHICLE/EQUIPMENT COSTS ⁽¹⁰⁾ Region 6 \$ 185,686.23								
ANNUAL SERVICES AND SUPPLIES COSTS Region 6 \$ 102,696.00						ANNUAL SERVICES AND SUPPLIES COSTS ⁽¹¹⁾ Region 6 \$ 195,427.68								
ANNUAL GENERAL AND ADMINISTRATIVE COSTS Region 6 \$ 30,000.00						ANNUAL INDIRECT COSTS ⁽¹²⁾ Region 6 \$ -								
ANNUAL PROFIT ⁽¹³⁾ Region 6 \$ 42,884.76						ONE-TIME START-UP COSTS ⁽¹⁴⁾ Region 6 \$ -								
TOTAL ESTIMATED CONTRACT COSTS Region 6 \$ 731,987.25						TOTAL ESTIMATED AVOIDABLE COSTS Region 6 \$ 1,637,994.83								

COST SAVINGS ⁽¹⁸⁾	\$	59.25	rounding
<hr/>			
TOTAL ESTIMATED AVOIDABLE COSTS:	\$	1,637,994.83	
TOTAL ESTIMATED CONTRACT COSTS:	\$	731,987.25	
ESTIMATED SAVINGS FROM CONTRACTING: ⁽¹⁶⁾	\$	906,007.58	
<hr/>			
ESTIMATED SAVINGS PERCENTAGE:		55.31%	
<hr/>			
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$	-	

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (October 1, 2025-September 30, 2026)

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

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[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1741), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.

[6] Top step of annual salaries for County positions.

[7] Department used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525% - 3.964% - 0.016% - 6.029% - 0.682% = 49.834%). These amounts were deducted because they are not avoidable costs to the County.

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[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 6) - SEPSCO EARTHSCAPES INC
OCTOBER 1, 2026-SEPTEMBER 30, 2027

ATTACHMENT 7

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS									
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[6]	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[7] (b)x49.834%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)
Region 6					Region 6									
Laborer	4.00	\$ 173,512.00				0352 Grounds Maintenance Worker I	4.00	4.88	5.00	\$ 267,250.80	\$ 254,865.60	\$ 127,009.72	\$ -	\$ 381,875.32
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Plumber	1.00	\$ 22,704.00				7269 Plumber	1.00	0.59	1.00	\$ 109,375.68	\$ 104,306.88	\$ 51,980.29	\$ -	\$ 156,287.17
Other	-	\$ -												
	10.50	\$ 464,330.25												
							10.50	12.23	14.00	879,612.84	838,848.94	418,031.98	-	1,256,880.92
ANNUAL LABOR COSTS					ANNUAL LABOR COSTS									
Region 6		\$ 464,330.25	\$ 82,176.24	\$ 546,506.49	Region 6						\$ 838,848.94	\$ 418,031.98	\$ -	\$ 1,256,880.92
ANNUAL VEHICLE/EQUIPMENT COSTS					ANNUAL VEHICLE/EQUIPMENT COSTS ^[10]									
Region 6				\$ 9,900.00	Region 6									\$ 185,686.23
ANNUAL SERVICES AND SUPPLIES COSTS					ANNUAL SERVICES AND SUPPLIES COSTS ^[11]									
Region 6				\$ 108,888.00	Region 6									\$ 201,619.68
ANNUAL GENERAL AND ADMINISTRATIVE COSTS					ANNUAL INDIRECT COSTS ^[12]									\$ -
Region 6				\$ 30,000.00	Region 6									
ANNUAL PROFIT ^[13]					ONE-TIME START-UP COSTS ^[14]									\$ -
Region 6				\$ 42,884.76	Region 6									
TOTAL ESTIMATED CONTRACT COSTS				\$ 738,179.25	TOTAL ESTIMATED AVOIDABLE COSTS									\$ 1,644,186.83
Region 6					Region 6									

COST SAVINGS ^[15]		\$ 738,120.00	\$ 59.25	rounding
	Region 6			
TOTAL ESTIMATED AVOIDABLE COSTS:		\$ 1,644,186.83		
TOTAL ESTIMATED CONTRACT COSTS:		\$ 738,179.25		
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]		\$ 906,007.58		
ESTIMATED SAVINGS PERCENTAGE:		55.10%		
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$	-		

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the second year of the contract (October 1, 2026-September 30, 2027)

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1735 23-24 Productive Work Hours (PWH)
0.49834 23-24 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability_
0.9537 24-25 Top Step Variance

[+](#) Solicitation Information

Solicitation Number:	RFPC-IS-CMS24000003		
Title:	RFP # GCS-10627-S for Landscape Services (Region 1, 3-6)		
Department:	Internal Services Department		
Bid Type:	Commodity / Service	Bid Amount:	N/A
Commodity:	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMI		
Description:	RFP # GCS-10627-S for Landscape Services (Region 1, 3-6)		
Open Day:	4/17/2024	Closed Date:	4/19/2024 10:00:00 AM
Contact Name:	Tatiana Menendez	Contact Phone:	(323) 267-2615
Contact Email:	tmenendez@isd.lacounty.gov		
Notice of Intent to Award (0) :	+ Click here to view notice intent to award list.		
Solicitation Award (0) :	+ Click here to view award list.		
Amendment (2) :	+ Click here to view the amendment list.		
Last Changed On:	4/18/2024 3:45:17 AM		
Attachment File (18) :	+ Click here to download attachment files.		

Community Business Enterprise (CBE) Program Information

FIRM/ORGANIZATION INFORMATION*		Region 1 MARIPOSA LANDSCAPES, INC.	Region 3 MARIPOSA LANDSCAPES, INC.	Region 4 LANDSCO, INC.	Region 5 STAY GREEN, INC.	Region 6 SEPCO EARTHSCAPE, INC.	Not Selected J. OROZCO ENTERPRISE, INC.	Disqualified ENCHANTED ESCAPE ROOM LLC.
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	LLC
RACE/ETHNIC COPOSITION								
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0	0	0	1	0	0	
	Hispanic/Latino	1	1	1	428	20	1	
	Asian or Pacific Islander	0	0	0	1	0	0	Numbers not available
	Native Americans	0	0	0	1	0	0	
	Subcontinent Asian	0	0	0	3	0	0	
	White	0	0	0	15	2	0	
Total # of Employees in California		408	408	10	449	20	42	
Total # of Employees (including owners)		409	409	13	449	22	42	
COUNTY CERTIFICATION								
CBE		N/A	N/A	N/A	N/A	N/A	N/A	N/A
LSBE		N/A	N/A	YES	N/A	YES	YES	N/A
OTHER COUNTY CERTIFICATION (SE OR DVBE) OR CERTIFYING AGENCY		N/A	N/A	N/A	N/A	N/A	N/A	N/A

On final analysis and consideration of award, vendors were selected without regard to race, creed or color.

CONTRACT GCS-I10818-C



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MARIPOSA LANDSCAPES, INC

FOR

LANDSCAPE SERVICES (REGION 1)

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Staffing Plan Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance

PROP A – LIVING WAGE PROGRAM EXHIBITS

- I** Living Wage Ordinance
- J** Living Wage Rate Annual Adjustments

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MARIPOSA LANDSCAPES, INC
FOR
LANDSCAPE SERVICES**

This Contract ("Contract") made and entered into this 10th day of September, 2024 ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as "County" and Mariposa Landscapes, Inc., hereinafter referred to as "Contractor". Mariposa Landscapes, Inc. is located at 6232 Santos Diaz St., Irwindale, CA 91702.

RECITALS

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Staffing Plan Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Living Wage Ordinance
Exhibit J	Living Wage Rate Annual Adjustments

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

2.0 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 agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.5 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **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.
- 2.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 **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:** The County of Los Angeles Internal Services Department which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department (Internal Services Department).
- 2.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.1.16 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.17 **Regions:** Grouping of facilities within areas of Los Angeles County.

- 2.1.18 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.19 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.20 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of six (6) years and six (6) months. Each such extension option may be exercised at the sole discretion of ISD or their designees as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4. The Contractor must notify 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 Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum under this agreement will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B, (Pricing Schedule).
- 5.1.2 The Director of ISD, or their designee, may request approval or delegated authority from the County's Board of Supervisors to supplement the initial total contract amount by up to 10%. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 Department 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). 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 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.
- 5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Custodial & Landscaping Division, Operations Services
Maribel Diaz
MDiaz@isd.lacounty.gov

5.5.5 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.

5.5.6 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)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any 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 Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's 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

- 7.3.1 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.
- 7.3.2 Contractor will assign a sufficient number of employees to perform the required work as defined in the SOW,
- 7.3.3 Contractor will immediately remove any contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that staff have obtained a County 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 County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.
- 7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of

a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

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 Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract 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 Director of ISD or their designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.

8.1.3 The Director of ISD or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (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 Director of ISD or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within seven (7) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within two (2) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Project Manager within one (1) 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 this Paragraph 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**

- 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.
- 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.
- 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.

- 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 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**

- 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.
- 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.
- 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 will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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.

- 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. The Board 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/safely-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 and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default

arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 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.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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.

- 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.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department, General Contracts
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services
Manager II
TMenendez@isd.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will 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 must 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 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- 8.25.5 **Pollution Abatement Liability Insurance:** Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, pollution liability is also required under the contractor's of Subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$1,000,000.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, 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 Director, 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 one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate

private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/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 Director, 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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:
- The Contractor must develop all publicity material in a professional manner; and
 - 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.
- 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 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 of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole

option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

8.39 Recycled Bond Paper

Consistent with the Board's 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:
 - A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - 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:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services Manager II
TMenendez@isd.lacounty.gov

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

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the 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 the 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:
- 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 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

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 appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Integrated Pest Management (IPM) Program Compliance

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

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

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

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- 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:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- 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.

9.0 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

- 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.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 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.
- 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.

- 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.

- **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.

- **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.

- **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

- 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.
- 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.
- 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)

- 9.2.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by

Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Local Small Business Enterprise (LSBE) Preference Program

- 9.3.1 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](#).
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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:

- 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;
- 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
- 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.

9.4 Social Enterprise (SE) Preference Program

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.4.2 Contractor must 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 SE.
- 9.4.3 Contractor must 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 SE.
- 9.4.4 If Contractor has obtained County certification as a SE 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, Contractor will:
 - 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;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 entity 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.5.2 Contractor must 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 DVBE.
- 9.5.3 Contractor must 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 DVBE.
- 9.5.4 If Contractor has obtained certification as a DVBE 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, Contractor will:
 - 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;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, 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.

9.6 Organic Waste Recycling

- 9.6.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.6.2 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.
- 9.6.3 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.
- 9.6.4 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.

9.7 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.

10.0 SURVIVAL

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

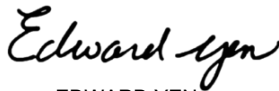
Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	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.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 September 10, 2024



EDWARD YEN
EXECUTIVE OFFICER



ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 

APPROVED AS TO FORM:

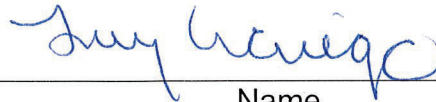
DAWYN R. HARRISON
County Counsel

By Elizabeth Friedman  08/14/2024 12:43 PM PDT
Principal Deputy County Counsel

CONTRACTOR

(Mariposa Landscapes, Inc.)

By



Name

Terry Noriega, President

Title

COUNTY OF LOS ANGELES

By



Chair, Board of Supervisors

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

APPENDIX A

EXHIBIT 1

STATEMENT OF WORK

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EXHIBITS

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EXHIBIT 2 – PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 3 – LANDSCAPE MAINTENANCE CERTIFICATION

EXHIBIT 4 – FACILITY AND LANDSCAPE SPECIFICATION SHEETS

EXHIBIT 5 – FACILITY SITE MAPS

EXHIBIT 6 – INSPECTION REPORT

EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP

1.0 SCOPE OF WORK

Contractor must provide landscape services to County facilities identified in Exhibit B, Pricing Sheets, of the Contract by providing all labor, supervision, equipment, materials, safety gear, and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance, and other related services. Contractor must perform all necessary maintenance tasks as required herein.

The landscaped areas must be maintained at the frequencies identified in Section 10.0 Service Requirements – Ongoing Maintenance Tasks, of this SOW. In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director must resolve said conflict or inconsistency.

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

- 2.1 County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments. Any additional work as a result of Addition/Deletion of facilities must be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.
- 2.2 Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.
- 2.3 The landscaped areas must be maintained with a well-manicured, clean appearance, and all work must be performed in a professional, workmanlike manner using quality equipment and materials. Contractor must not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Project Manager for review. The plan 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, must be provided to the County upon request.

- 3.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

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

The verbal notification may be followed with a formal Contract Discrepancy Report (CDR), as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

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.

4.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification, as determined necessary to assure a sufficient evaluation of Contractor performance.

- Customer complaints or public complaints.
- Exhibit 6, Inspection Report.
- Exhibit 7, Irrigation Assessment Report.
- Exhibit 8, Landscape Service Slips.

4.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in this SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor must notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this contract.
- If the County Project Manager determines assessment for unacceptable performance or corrective actions made outside contract terms, an assessment letter will be sent to the Contractor.

5.0 DEFINITIONS

Pruning: is defined as trim (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.

Trimming: is defined as cutting down to the desired size or shape.

EPA WaterSense certified: Is a partnership program by the U.S. Environmental Protection Agency. The program seeks to help consumers make smart water choices that save money and maintain high environmental standards without compromising performance. Products and services that have earned the WaterSense label have been certified to be at least 20 percent more efficient without sacrificing performance.

Metropolitan Water Districts' SoCal WaterSmart: The SoCal WaterSmart program offers cash rebates on a wide variety of water-saving technologies.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

County does not anticipate assigning any County employee to Contractor on a full-time basis. County personnel will be made available to the Contractor at the

County Project Manager's discretion, to answer questions and provide a liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

6.2 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof must be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Personnel

A. Contractor must assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit 4, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor must designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper must be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor must provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person must visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by email and/or cell phone during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person must have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

1. Contractor must provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request at an additional cost.
 2. Arborist reports at a minimum, must document description and condition of the tree, note issues, damage or areas of concern, and provide information about the cause of issues including site conditions, pest or disease threats or mechanical injury.
 3. Contractor must respond immediately to calls for arborist requests and be at the site within two (2) business days of receiving notification by County.
- E. Contractor must notify County's Contract Monitor, District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor must ensure substitute employee obtains a County Identification (ID) badge prior to providing services.
- F. All services requiring licenses and/or certifications will be performed by properly trained, licensed, and certified personnel.
- G. Contractor must provide and require every employee to wear an appropriate uniform with the company identification at all times. County must approve uniforms prior to contract start date.
- H. Contractor must require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge must be displayed on employees at all times he/she is on County designated property.

6.4 Facility Work Requirements

- A. Contractor must maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.
- B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and must promptly comply with any request by the County Project Manager. Contractor must provide quotes within 48 hours of receipt of request. County reserves the right to seek bids from other contractors for various work on contracted and non-contracted sites.
- C. Contractor must perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection must be both visual and operational. It must include operation of all irrigation systems checking for

proper condition and reliability. Contractor must take immediate steps to correct any observed irregularities and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

- D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor must use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.
- E. Contractor must track all Exhibit 6, Inspection Report, that require corrective action and all CDRs to ensure timely response and compliance.
- F. Contractor must provide quote for additional work within 24 hours from the time of the request.

6.5 Training

- A. Contractor must provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees on a monthly basis. Course material summary along with employee training rosters are due to the County Project Manager five (5) working days prior to month end.
- B. Contractor personnel must be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor must provide proof of training and IIPP records upon County request.
- C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.
- D. Contractor must ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor must control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

6.6 County Required Meetings

- A. Contractor's Project Manager or Supervisor must meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

- B. Contractor's Project Manager or designee must be available to attend all daytime landscape services orientations with County Facility Managers within 24 hours of notification. This must include new facilities that are added to Contractor's services.

6.7 Contractor's Office

Contractor must maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office must be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor must ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. The Contractor must answer phone calls and emails within two (2) hours of receipt of the call and/or email. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

7.0 HOURS/DAY OF WORK

Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

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

8.0 FACILITY SITE MAPS

Exhibit 5, Facility Site Maps, identifies the boundaries for each facility. All services listed within this SOW must be applicable within the boundaries as identified in Exhibit 5, Facility Site Maps.

9.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor must perform during the contract term.

9.1 Mowing

- A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).
- B. Mowing operations must be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

- C. Mowing operations must be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- D. All equipment must be adjusted to the proper cutting heights and must be adequately sharpened. Mowing height must be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.
- E. Walkways must be cleaned immediately following each mowing. All grass clippings must be collected and removed from the site immediately.

9.2 Edging/Detailing/Weed Control

- A. Frequency: Edging - Every week.
- B. All turf areas must be kept neatly edged and all grass invasions eliminated.
- C. When designed edges exist in flowerbeds, these edges must be kept clean, sharp, well defined, and free of weeds and grass invasion.
- D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees must be edged to a neat and uniform line.
- E. The edge of turf must be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.
- F. Mechanical Edging
 - 1. Mechanical edging of turf ground cover and/or fence lines must be performed at each site every week after mowing.
 - 2. Mechanical edging must be completed as one operation in a manner that ensures a well-defined edge.
 - 3. Walkways must be cleaned immediately following each mechanical edging.

9.3 Weed Control

- A. Frequency: Each visit.
- B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

- C. Weeds treated with a contact weed chemical must be left in place for a minimum of seven (7) days. If kill is not complete, a second application must be applied.
- D. Weeds treated using a systematic chemical must be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application must be applied.
- E. After complete kill, all dead weeds must be removed from area.
 - 1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth must be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
 - 2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width must be considered normal.
 - 3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance must be considered normal.
- F. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds must be kept under strict control.
- G. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.
- H. Methods for removal of weeds, turf encroachment, and detailing must incorporate chemical and/or mechanical means of eradication.

9.4 Litter Control

- A. Frequency: Each visit.
- B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation, and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up must be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.
- C. All litter and debris occurring as a result of Contractor's operations must be removed from the landscaped area immediately following such operations.

- D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.
- E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.
- F. Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor must submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.

9.5 Raking

- A. Frequency: Each Visit.
- B. Accumulation of leaves must be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Debris from landscape area must be removed immediately.
- C. Use of handheld blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate “no blowers” or “no gas-powered blowers.”

9.6 Pruning Trees, Hedges, and Ground Cover

- A. Tree Pruning
 - 1. Frequency: As-Needed or at the direction of the County Project Manager.
 - 2. Tree pruning must be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs must be removed at the point of breaking.
 - 3. Trees should be pruned to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards.
 - 4. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
 - 5. All limbs 1-1/2” or greater in diameter must be undercut to prevent splitting.
 - 6. All limbs must be lowered to the ground using a method, which prevents damage to the remaining limbs.
 - 7. All cuts exceeding 1/2” must be treated with an appropriate tree heal compound.
 - 8. All equipment utilized must be clean, sharp, and expressively designed for tree pruning.
 - 9. Climbing spurs must not be used.
 - 10. The initial step of pruning must be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
 - 11. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline.

12. Limbs should extend alternately from the trunk on 12" or 24" spacing.
13. All trees must be thinned of smaller limbs to distribute the foliage evenly.
14. All trees must be trimmed and shaped to provide a symmetrical appearance typical of the species.
15. All suckers and sprouts must be cut flush with the trunk or limb.
16. No stubs will be permitted.
17. All Structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage must be reported to County's Project Manager or his designee.
18. Special emphases must be placed upon public safety during pruning operations, particularly when adjacent to roadways.
19. All trimming and debris must be removed and disposed off-site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances must hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter must be undercut to prevent splitting.
8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth must be removed as they develop.
3. All ground cover areas must be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees must be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees must be repaired or replaced within five (5) working days.
2. All repairs or replacements must be completed in accordance with the following maintenance practices:
 - a) Trees - Minor damage such as bark lost from impact of mowing equipment must be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree must be removed and replaced to comply with the specified instructions of the County Project Manager.
 - b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage must be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
 - c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching must be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.
 - d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement must be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement must be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

9.7 Watering

- A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention must be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, must be taken into consideration. All landscaped and turf areas must be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.
- B. The delivery of adequate moisture to the landscaped areas must include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.
- C. Adequate soil moisture will be determined by programming the irrigation system as follows:
 1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
 2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather

- to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe must be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- D. Watering must be regulated to avoid interference with any use of the facility's roadways, paving or walkways.
 - E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers must be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
 - F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting must be protected from over watering and run-off drowning.
 - G. New turf (up through the sixth mowing) must be watered immediately after mowing.
 - H. All ground cover areas must be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.
 - I. Watering must comply with applicable water restriction regulations and directives.

9.8 Irrigation System Maintenance

- A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.
- B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of \$1,000. Repairs exceeding a cost of \$1,000 should be submitted to the County Project Manager for approval or handling. County is responsible for the back-flow device.
- C. If system is working, Contractor must, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens,

diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:
 - a) Adjust valves and sprinkler heads.
 - b) Replace all risers and swing joints to the lateral lines.
 - c) Replace button type turf and shrub heads.
 - d) Replace all missing covers to valve boxes.
 - e) Provide caps and plugs.
- D. Contractor must provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.
- E. In order to ensure the operability of the irrigation system, Contractor must sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor must:
 1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
 2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
 3. All system malfunctions, damage, and obstructions must be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.
- F. Contractor must repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage must be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.
- G. Contractor must respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.
- H. Contractor must 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 Project Manager or designee.
- I. Contractor must be responsible for correcting, before the expiration of the contract, all deficiency repairs, including irrigation systems, related to the services provided under this contract. At the conclusion of the contract, an inspection must be conducted to assess the conditions of the services provided by the Contractor. In the event that any such deficiencies remain unresolved, the County reserves the right to withhold the final payment until satisfactory

resolutions have been achieved, thereby ensuring the completion of all necessary repairs and improvements.

- J. The County of Los Angeles may require contractors to procure equipment and parts. Items that are EPA WaterSense certified or parts listed under Metropolitan Water Districts' SoCal WaterSmart listing for approved landscape equipment to help conserve water.

9.9 Disease/Insect Control

- A. All landscaped areas must be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.
- B. Contractor Project Manager or designee must be notified immediately of any disease, insects, or unusual conditions that might develop.
- C. A disease control program to prevent all common diseases from causing serious damage must be provided on an as-needed basis. Disease control must be achieved utilizing materials and rates recommended by a licensed Arborist.
- D. An insect control program to prevent all common insects from causing damage must be provided on an as-needed basis. Insect control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

9.10 Rodent Control

All areas must be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

10.0 SPECIALTY SERVICE REQUIREMENTS

10.1 Chemical Edging/Detailing

- A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.
- B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas must be trimmed to proper mowing heights. Chemicals must be applied in a manner to limit drift to six (6) inches. Precautionary measures must be employed since all areas will be open to the public during application.

- C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.
- D. All work involving chemicals must be provided as identified in Section 13.0 of SOW.

10.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) must be trimmed and thinned at each facility once within year one (1) of the Contract, once within year four (4) of the Contract, and once within the second option year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees must be maintained in accordance with Section 10.2, Paragraph A, subparagraph 1(f) below.
 - a) Contractor must submit to County Project Manager a schedule of tree trimming services to occur within the first year of the Contract, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the five (5) year term.
 - b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
 - c) All wounds one (1) inch in diameter or over must be painted with asphaltic base tree paint immediately after pruning.
 - d) Remove all new growth on trees up to the appropriate height clearances.
 - e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed must have a caliper of three (3) inches or less measured six (6) inches above the ground level.
 - f) Palm trees must be maintained and kept free of dead fronds and potential falling debris at all times.
 - g) No Topping of Trees (also known as stubbing, tipping, hat-racking, dehorning or round over)

B. Staking and Tying/Materials Used

1. Damaged trees must be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, must 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 size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire must be either new or used garden hose at least one half (1/2) inch in diameter (hose ties should allow minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

C. Tree Removal

1. Contractor is responsible for the cost and removal of irreparable damaged or fallen trees and/or branches that are deemed to be an act of God.
2. Contractor is required to perform stump grinding of all fallen trees.
3. Contractor must respond to these issues within 24 hours of notification from County.

10.3 Aerification

- A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.
- B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.
- D. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
- D. All cores must be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

10.4 Fertilization

- A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.
- B. All fertilization must be approved by County Project Manager or designee prior to its application.
- C. Application of fertilizer must be done in sections, determined by the areas covered by each irrigation system.
- D. All areas fertilized must be thoroughly soaked immediately after fertilization.

- E. All turf areas must 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 must be inorganic and granular in form with an approximate ratio of 4-1-2.
- F. Areas must be fertilized utilizing ratios and mixtures per manufacturer's recommendation.
- G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer must be organic and granular in form without trace elements.
- H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.
- I. Fertilizer should be organic and granular in form without trace elements.
- J. Areas must be fertilized utilizing ratios and mixtures recommended by the manufacturer.

10.5 Renovation/Vertical Mowing

- A. Frequency: As requested by County at an agreed to additional cost.
- B. Care must be taken to avoid unnecessary or excessive injury to the turf grass. Contractor must be responsible for turf damage.
- C. Sweep or rake the dislodged thatch from the turf areas and remove from site.
- D. Standard renovating or vertical mowing type equipment must be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.
- E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- F. Renovate to the soil line and remove all excessive thatch in turf areas.
- G. After thatch is removed and upon completion of turf renovation, all turf areas must be seeded, mulched, and watered.
- H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.
- I. Mulch must be spread evenly over the entire area to a uniform depth.

10.6 Cultivating

- A. Frequency: As needed.
- B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care must

be taken so as not to disturb plant materials or their roots in accomplishing this operation.

10.7 Turf Reseeding/Restoration of Bare Areas

- A. Frequency: As requested by County at an agreed additional cost.
- B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.
- D. Stolonize bare areas with Adlayd Turf (*paspalum vaginatum*) at the rate recommended by the County Project Manager.

11.0 PLANT MATERIALS

- 11.1 Plant materials must conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.
- 11.2 Nomenclature: Plant names used in the landscape plan of the area must conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.
- 11.3 Quality: Plants must be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and must have healthy normal root systems and comply with all State and local regulations governing these matters, and must be free from any noxious weeds.
- 11.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it must be understood that these plant materials must be normal stock for type listed. They must be sturdy enough to stand safely without staking.
- 11.5 Plant materials must be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.
- 11.6 All plant materials must be provided from a licensed nursery and must be subject to acceptance by the County Project Manager or designee.
- 11.7 Plant Materials Guarantee - All shrubs must be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

- 11.8 All new plant materials must have a six (6) month guarantee unless specifically stated in written form.

12.0 USE OF CHEMICALS

- 12.1 All work involving the use of chemicals must be in compliance with all federal, state, and local laws.
- 12.2 A listing of proposed chemicals, including commercial name, application rate and type of usage must be submitted to County Project Manager or designee for approval at the commencement of the contract. No work must begin until written approval of use is obtained from County Project Manager or designee. Chemicals must be approved by the United States Environmental Protection Agency and the California Department of Pesticide Regulation.
- 12.3 Chemicals must only be applied by those persons possessing a valid California Qualified Applicator's License. Application must be in strict accordance with all governing regulations.
- 12.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions must be made and retained in accordance with Sub-paragraph 8.38, Record Retention And Inspection/Audit Settlement, of the Sample Contract.
- 12.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.
- 12.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California must be adhered to.
- 12.7 Chemicals must be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 12.8 County reserves the right to approve usage of particular chemicals.
- 12.9 On March 19, 2019, the Los Angeles County Board of Supervisors adopted a motion to cease the use of glyphosate-based products. Contractors must adhere to this Board directive. In response to the Board of Supervisors motion, contractors must use non-glyphosate-based chemical or manual methods for weed control.

13.0 WASTE REMOVAL

- 13.1 Contractor must collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor must not use County trash bins for maintenance operations.

- 13.2 Contractor must be required to empty and reline trash receptacles as identified in Exhibit 4, Facility and Landscape Specification Sheets. Contractor is responsible for replacing trash liners in trash receptacles.
- 13.3 Contractor must not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

14.0 AS-NEEDED SERVICES

- 14.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.
- 14.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.
- 14.3 Prior to performing any as-needed services, the Contractor must prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. Contractor must provide quotes within 48 hours of receipt of as-needed service request. No as-needed services must commence without prior written authorization by County Project Manager. Contractor must be compensated at the labor rates identified in Exhibit B, Pricing Sheet(s).
- 14.4 All as-needed services must commence on the established specified date and Contractor must proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.
- 14.5 The County reserves the right to perform the services itself or assign the services to another Contractor.
- 14.6 All new plant materials will come with a six (6) month guarantee unless specifically stated in written form. All other materials will come with a one (1) year guarantee unless damaged or broken by an Act of God or vandalism.

15.0 EMERGENCY SERVICES REQUESTS

- 15.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor must contact the County's Project Manager immediately upon discovery and obtain approval by County's Project Manager prior to starting work. A written estimate must be sent within a reasonable timeframe after completion of the emergency services.

- 15.2 Contractor must bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.
- 15.3 Contractor must respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.
- 15.4 Contractor must not perform any emergency services without prior approval of Contract Manager.

16.0 MAINTENANCE REPORTS

- 16.1 Contractor must submit monthly, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report must include, at a minimum, the following information:
 - A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
 - B. Quantity and label description of **all** grass seed used.
 - C. Quantity and complete description of **all** soil amendments used.
 - D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.
- 16.2 Contractor must make themselves available within 72 hours of receiving a request to perform quarterly irrigation audits, Exhibit 7, Irrigation Assessment Report.
- 16.3 Contractor must submit Exhibit 8, Landscape Service Slip, for all routine and periodic services as stated in Sections 10.0 through 16.0 of the SOW. Exhibit 8, Landscape Service Slip, must note date of service(s), type of service(s), and include picture(s). Exhibit 8, Landscape Service Slip, is required once a week for facilities serviced daily. For all other services, Exhibit 8, Landscape Service Slip, is required after each service provided.
- 16.4 Exhibit 6, Inspection Report, will be sent to Contractor denoting discrepancies. Contractor must respond within the required due date provided in the Inspection Report. Contractor must then provide proof of correction of all discrepancies within respective contractual time obligation of noted discrepancy. Responses to deficiencies /discrepancies must include pictures of corrective actions.

17.0 MAINTENANCE SCHEDULES

- 17.1 Contractor must submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules must be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules must delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

- 17.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 17.3 Contractor must provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

18.0 GREEN INITIATIVES

- 18.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 18.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.
- 18.3 Contractor must comply with all waste and recycling requirements including but not limited to, Contract Paragraph 9.10, Organic Waste Recycling, and Contract Paragraph 9.11, Procurement of SB 1383.
- 18.4 Contractor must, to the extent possible, transition from the use of gas-powered lawn equipment to fully electric alternative lawn equipment pursuant to Assembly Bill 1346, which implemented regulations on gas-powered lawn tools and similar devices.

NOTE: To help the transition away from gas-powered leaf blowers to fully electric alternatives, there are grants, rebates, and buyback opportunities available for those who utilize this equipment, including landscapers. Assembly Bill 1346 includes \$30 million in funding that will be made available to sole proprietors and other small landscaping businesses to help with the transition to zero-emissions, including leaf blowers. Additionally, the South Coast Air Quality Management District and Antelope Valley Air Quality Management District have programs that can help replace gas-powered residential lawn mowers and commercial lawn and garden equipment, including leaf blowers, for Contractors.

19.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit 2, Performance Requirements Summary (PRS) chart, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the

Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

APPENDIX A

STATEMENT OF WORK

EXHIBITS

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EXHIBITS

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EXHIBIT 4 – FACILITY AND LANDSCAPE SPECIFICATION SHEETS

EXHIBIT 5 – FACILITY SITE MAPS

EXHIBIT 6 – INSPECTION REPORT

EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP



CUSTODIAL SERVICES DIVISION

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Facility Name:		Address:		Date of Inspection:	
Contractor:		Contract No.		Contract Monitor:	
				CSD Dist # North	
Contact Person:		Telephone: () -		District Manager Signature:	
Report Transmitted to Fax #: () -				Fax: () -	

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response	County Use Only	
			Date Correction Due	Date Completed
1				
2				
3				
4				

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	Monthly Invoices are received and approved by the County by the 15 th calendar day of the month following the month of services	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	The Contractor shall submit the monthly invoices to the County by the 15 th calendar day of the month following the month of service.	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 7. 3 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.2 & 7.5.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	\$200 per badge
Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	\$100 per occurrence
Contract: Paragraph 8.38 Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract.
SOW: Section 4.1 Monthly Meetings	Contractor is required to attend a scheduled monthly meeting.	Inspection and Observation	\$200 per occurrence
SOW Section 4.2 Contractor Discrepancy Report	Contractor is required to respond in writing within 24 hours.	Receipt of document	\$200 per occurrence; possible termination for default of contract.
SOW Section 4.6 As-Needed and On-Going Services Quotes	Provide quotes upon request for as- needed and on-going services within 48 hours of receipt.	Receipt of document	<u>\$100 per occurrence</u>
SOW Section 6.3 Contractor Personnel	Provide Principal Landscaper/Arborist must read, speak and understand English.	Inspection & Observation	\$200 per occurrence
SOW Section 6.3.C Contractor Supervisor	Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager.	Inspection and Observation	\$100 per occurrence
SOW Section 6.3.G Uniforms	Contractor to ensure all employees wear approved uniforms and County issued ID badges.	Inspection and Observation	\$100 per occurrence
SOW Section 6.5 Training	Provide Training Programs for new and continuing employees.	Receipt of document	\$100 per occurrence
SOW Section 6.6 County required meetings	Contractor attendance at all monthly or as required County meetings.	Observation of Attendance	\$100 per occurrence
SOW Section 6.7 Contractor Office.	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones	Inspection and Observation	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	or pager to respond to County calls within 2 hours.		
SOW Section 7.0 Hours/Day of Work	Contractor shall provide all landscape services in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheet.	Inspection and Observation	\$200 per occurrence
SOW Section 9.1 Mowing	100 % Completion of Required Services	Inspection and Observation	\$100 per occurrence
SOW Section 9.2 Edging/Detailing/ Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.3 Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.4 Litter Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.5 Raking	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.6 Pruning Trees, Hedges & Ground Cover	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.7 Watering	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.8 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.9 Disease/Insect Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.10 Rodent Control	All areas shall be maintained free of rodents, gophers, and ground squirrels	Inspection & Observation	\$200 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 10.1 Chemical Edging/Detailing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.2 Trimming and Crowning of Trees	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.3 Aerification	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.4 Fertilization	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.5 Renovation/Vertical Mowing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.6 Cultivating	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.7 Turf Reseeding/Restoration of Bare Areas	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 11.0 Plant Materials	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 13.0 Waste Removal	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 14.0 As-Needed Services	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 15.0 Emergency Services Requests	100% Contractor response within 2 hours of notification by County.	Observation of Response	\$100 per occurrence
SOW Section 16.0 Maintenance Reports	100 % Completion of Required Services	Acceptance and Inspection of Reports	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 16.3 Service Slip	100% Completion of Required Services	Receipt of document	\$100.00 per occurrence

LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20____, and that:

	Yes	No	Initial
1. Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work.	<input type="checkbox"/>	<input type="checkbox"/>	
2. All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Irrigation systems have been checked for operability and that the following are functioning properly:			
a) Irrigation lines	<input type="checkbox"/>	<input type="checkbox"/>	
b) Valves	<input type="checkbox"/>	<input type="checkbox"/>	
c) Sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
d) Controllers	<input type="checkbox"/>	<input type="checkbox"/>	
4. Had spraying and/or use of chemicals occurred? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Have copies of the Pesticide Use Report have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
c) Have copies of restricted use permits have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Have specialty type maintenance services been requested? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has County Contract Monitor been notified in writing?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has the work schedule provided changed? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has the Contract Monitor been notified?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Comments			

Company Authorized Representative	Date
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EXHIBIT 4 –
FACILITY AND LANDSCAPE
SPECIFICATION SHEETS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05267

Region 1	Facility No. 1	
Department/Facility	DPSS/Auto Park #62	
Address	1740 E. Gage Ave., Los Angeles 90001	
Days/Hours of Operation	Weekly (Thursday): All work to be done during daylight hours	

Description	Required Maintenance
Number of Trees	6
Number of Palm Trees	0
Number of Planters	2
Shrubs	No
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10299

Region 1	Facility No. 2	
Department/Facility	Probation/David V. Kenyon Juvenile Justice Center	
Address	7625 S. Central Ave., Los Angeles 90001	
Days/Hours of Operation	Weekly (Friday): All work to be performed during daylight hours	

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.1 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Ivy must be trimmed and maintained away from the buildings awnings, sign (name of facility), and barbed wire. Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09028

Region 1 Facility No. 3	
Department/Facility	Probation/ Firestone Area Office
Address	8526 S. Grape St., Los Angeles 90001
Days/Hours of Operation	Bi-weekly (Saturday). All work to be performed during daylight hours.

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	1
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Every other week
9.2 Edging/Detailing	Every other week
9.3 Weed Control	Every other week
9.4 Litter Control	Every other week
9.5 Raking	Every other week
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Excludes tree trimming and pruning. Aerial map attached.

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00058

Region 1 Facility No. 4	
Department/Facility	ISD-PCS/Hillside Slope
Address	1035 Alameda St., Los Angeles 90744
Days/Hours of Operation	Monthly (Last Friday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	3
Number of Palm Trees	0
Number of Planters	0
Shrubs	No
Hedges	No
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Monthly
9.2 Edging/Detailing	Monthly
9.3 Weed Control	Monthly
9.4 Litter Control	Monthly
9.5 Raking	Monthly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Heavy transient population in area. Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 07615

Region 1 Facility No. 5	
Department/Facility	ISD-PCS/Auto Park #58
Address	1055 Alameda St., Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	12
Number of Palm Trees	1
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Heavy transient population in area. Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00094

Region 1	Facility No. 6
Department/Facility	ISD-PCS/Auto Park #10
Address	145 N. Broadway, Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	31
Number of Palm Trees	0
Number of Planters	1
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering required at this site. Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00042

Region 1 Facility No. 7	
Department/Facility	Sherriff & District Attorney/Hall of Justice
Address	211 W. Temple St., Los Angeles 90012
Days/Hours of Operation	Bi-Weekly (M & Th): All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	21
Number of Palm Trees	0
Number of Planters	21
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Bi-Weekly (M & Th)
9.3 Weed Control	Bi-Weekly (M & Th)
9.4 Litter Control	Bi-Weekly (M & Th)
9.5 Raking	Bi-Weekly (M & Th)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Atrium is also serviced bi-weekly. Atrium located inside the facility, entrance is adjacent to the parking structure on the first floor. Broken sprinkler repairs will be covered by the vendor even due to vandalism.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00006

Region 1 Facility No. 8	
Department/Facility	ISD/Power Plant
Address	301 N. Broadway, Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	9
Number of Palm Trees	5
Number of Planters	2
Shrubs	Yes
Hedges	No
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Heavy transient population in area. Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00045

Region 1 Facility No. 9	
Department/Facility	District Attorney/Hall of Records
Address	320 W. Temple St., Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	50
Number of Palm Trees	6
Number of Planters	7
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost
Pressure washing	Once a month entire perimeter of the building including stairs by Grand Park and Plaza area
Bio-hazardous debris	Clean and Disinfect Daily(M- F)

Describe Special Operational Requirements
Aerial map attached. Billing - Pressure washing account #C-13162-00045. Grounds account #A-14030-13960.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00039

Region 1 Facility No. 10	
Department/Facility	Board of Supervisors/Hall of Administration
Address	500 W. Temple St., Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	27
Number of Palm Trees	27
Number of Planters	83
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00039

Region 1	Facility No. 11
Department/Facility	Board of Supervisors/Hall of Administration
Address	500 W. Temple St., Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	27
Number of Palm Trees	27
Number of Planters	83
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
Pressure Washing Perimeter of Building	Monthly – Pressure washing
	<p>Zone 1: Grand Ave Main Entrance - Includes pressure washing the Grand Ave side, main entrance and landing, side walk, ramps beginning at the Flag Pole on Grand Ave to corner of Temple St.</p> <p>Zone 2: Parking Lot 22 - Includes pressure washing of lot, stair cases and landings, Grand Ave and Temple St.</p> <p>Zone 3: Board of Supervisor Hearing Room Entrance - Includes pressure washing of entrance landing, stairs, side walk and handicap ramp on the corner of Grand Ave and Temple St.</p> <p>Zone 4: Hall of Administration 3rd Floor Entrance - Includes pressure washing the three (3) stairways, the plaza, landing, sidewalks (Temple St) and front hallways to entrance.</p> <p>Zone 5: Loading Dock - Includes pressure washing the top and bottom of loading dock, and the sidewalks beginning on Temple St to first bus stop on Hill St.</p> <p>Zone 6: Hall Of Administration Hill St Entrance - Includes Pressure washing of the landing steps, plaza, and side stairwells on Hill St to the first driveway.</p> <p>Zone 7: Hall Of Administration Grand Park Entrance 2nd Floor - Includes pressure washing Grand Park Entrance landing, stairs, and sidewalks. From Hill St to Grand Ave.</p>

Aerial map attached

Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
 BIS/ACCT# 00039/P-13141-00039

Region 1	Facility No. 12
Department/Facility	Board of Supervisors/Hall of Administration
Address	500 W. Temple St., Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	NA
Number of Palm Trees	NA
Number of Planters	NA
Shrubs	NA
Hedges	NA
Grass	NA
Irrigation System	NA
General Service Requirements	Frequency
9.1 Mowing	NA
9.2 Edging/Detailing	NA
9.3 Weed Control	NA
9.4 Litter Control	NA
9.5 Raking	NA
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	NA
9.7 Watering	NA
9.8 Irrigation System Maintenance	NA
9.9 Disease/Insect Control	NA
9.10 Rodent Control	NA
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	NA
10.2 Trimming and Crowning of Trees	NA
10.3 Aerification	NA
10.4 Fertilization	NA
10.5 Renovation/Vertical Mowing	NA
10.6 Cultivating	NA
10.7 Turf Reseeding/Restoration of Bare Areas	NA
Pressure washing	See special operations requirements

FOS District: FOPS

Describe Special Operational Requirements
Daily bio-hazard cleaning includes perimeter of Kenneth Hahn, Hall of Administration building, 2 sets of escalators with 3 levels each and 6 parking lot stairwells, same stairwells to be pressure washed monthly as well. Aerial map attached indicates location of each.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10550

Region 1 Facility No. 13	
Department/Facility	CEO/Fort Moore Pioneer Memorial
Address	501 N. Hill St., Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	42
Number of Palm Trees	10
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Heavy transient population in area. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 07190

Region 1 Facility No. 14	
Department/Facility	ISD-PCS/Vacant Lot (Street Trees)
Address	720 N. Spring St., Los Angeles 90012
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	0
Number of Planters	0
Shrubs	No
Hedges	No
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Heavy transient population in area. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10767

Region 1	Facility No. 15
Department/Facility	DPSS/Auto Park Civic Center District Office
Address	321 S. Hewitt St., Los Angeles 90013
Days/Hours of Operation	Weekly (M): All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	N/A
Shrubs	N/A
Hedges	N/A
Grass	N/A
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	N/A
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	N/A
9.7 Watering	N/A
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	N/A
9.10 Rodent Control	N/A

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Blowing and litter removal of parking structure and surrounding sidewalks to include weed removal from sidewalks weekly. Gated doorways (3) along 4th Street and (1) along Hewitt Street sidewalk below the parking lot must be cleaned each visit. Pressure wash the parking lot ramp and the sidewalks monthly (2nd Monday of the month). Pressure wash the sidewalks monthly (4th Monday of the month). Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10810

Region 1 Facility No. 16	
Department/Facility	Military & Veteran Affairs/Bob Hope Patriotic Hall
Address	1816 S. Figueroa St., Los Angeles 90007
Days/Hours of Operation	Bi-Weekly (Friday): All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	N/A
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Bi-weekly
9.4 Litter Control	Bi-weekly
9.5 Raking	Bi-weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	N/A
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Tree pruning/trimming not included in service. Fertilizer not included in service. Aerial map attached.

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 11867

Region 1	Facility No. 17
Department/Facility	Economic Opportunity/ Parking Lot
Address	1633 Purdue St., Los Angeles 90025
Days/Hours of Operation	Weekly Service (Every Saturday) All work during daylight hours

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	0
Number of Planters	10
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
1104 Santa Monica and 1644 Butler Avenue are also included in SOW Irrigation excluded

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05228

Region 1	Facility No. 18
Department/Facility	Probation/Records Storage-Parking
Address	3965 S. Vermont Ave., Los Angeles 90037
Days/Hours of Operation	Weekly(Wednesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	4
Number of Palm Trees	1
Number of Planters	0
Shrubs	No
Hedges	No
Grass	Yes
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
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10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06517

Region 1 Facility No. 19	
Department/Facility	Public Health/Hollywood-Wilshire Public Health Center
Address	5205 Melrose Ave., Los Angeles 90004
Days/Hours of Operation	Weekly(Wednesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	12
Number of Palm Trees	1
Number of Planters	2
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
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10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05300

Region 1 Facility No. 20	
Department/Facility	Probation/Building and Safety
Address	1320/1330 W. Imperial Hwy., Los Angeles 90044
Days/Hours of Operation	Weekly (Wednesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	54
Number of Palm Trees	0
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Irrigation system is in place and functions properly. Contractor is responsible to maintain all new areas including planters and islands around the building and those bordering Imperial Hwy and Normandie Ave. Contractor is not responsible for the old areas around construction area. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05249

Region 1 Facility No. 21	
Department/Facility	DPSS/Metro North AP/Cal Works/District Office
Address	2601 Wilshire Blvd., Los Angeles 90057
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	2
Number of Palm Trees	5
Number of Planters	2
Shrubs	Yes
Hedges	Yes
Grass	Yes*
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05284

Region 1	Facility No. 22	
Department/Facility	DPSS/South Central AP District Office	
Address	10728 S. Central Ave., Los Angeles 90002	
Days/Hours of Operation	Weekly (Wednesday): All work to be done during daylight hours	

Description	Required Maintenance
Number of Trees	26
Number of Palm Trees	0
Number of Planters	13
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 11868

Region 1	Facility No. 23
Department/Facility	Economic Opportunity/Vacant Lot
Address	1655-1731 East 117 th St., Los Angeles 90059
Days/Hours of Operation	Weekly Service (Every Saturday) All work during daylight hours

Description	Required Maintenance
Number of Trees	1
Number of Palm Trees	0
Number of Planters	1
Shrubs	No
Hedges	No
Grass	Yes
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Irrigation excluded

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10525

Region 1	Facility No. 24	
Department/Facility	Aging & Disabilities/Willowbrook Senior Center	
Address	12915 S. Jarvis Ave., Los Angeles 90061	
Days/Hours of Operation	Weekly (Tuesday): All work to be performed during daylight hours	

Description	Required Maintenance
Number of Trees	35
Number of Palm Trees	2
Number of Planters	17
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	Bi annually
10.3 Aerification	Bi annually
10.4 Fertilization	Bi annually
10.5 Renovation/Vertical Mowing	As needed
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As needed

Describe Special Operational Requirements
Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06495

Region 1	Facility No. 25
Department/Facility	Public Health/Dr. Ruth Temple Center
Address	3834 Western Ave., Los Angeles 90062
Days/Hours of Operation	Weekly(Wednesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	6
Number of Planters	4
Shrubs	Yes
Hedges	No
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	as-needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Parking lot across the street is included in the site and is serviced. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05193

Region 1	Facility No. 26
Department/Facility	DPSS/Compton AP District Office
Address	211 E. Alondra Blvd., Compton 90220
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	37
Number of Palm Trees	0
Number of Planters	9
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10796

Region 1	Facility No. 27
Department/Facility	DPSS/Auto Park #61
Address	228 E. Alondra Blvd., Compton 90220
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	5
Number of Palm Trees	1
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 07062

Region 1	Facility No. 28
Department/Facility	ISD/District 3 Facilities Operations Service Building
Address	11236 Playa Ct., Culver City 90230
Days/Hours of Operation	Weekly(Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	13
Number of Palm Trees	2
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04025

Region 1 Facility No. 29	
Department/Facility	Superior Court/Culver City Courthouse
Address	4130-50 Overland Ave., Culver City 90232
Days/Hours of Operation	Weekly(Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	4
Number of Palm Trees	0
Number of Planters	34
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Manual control of the irrigation system is required. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 08975

Region 1 Facility No. 30	
Department/Facility	Animal Care & Control/Animal Control #3
Address	216 W. Victoria St, Carson 90248
Days/Hours of Operation	Bi-weekly (Tuesday) all work to be performed during day light hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	13
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Twice per month
9.2 Edging/Detailing	Twice per month
9.3 Weed Control	Twice per month
9.4 Litter Control	Twice per month
9.5 Raking	Twice per month
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (4) times per year, or as requested by the County Project Manager
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by the County Project Manager
10.5 Renovation/Vertical Mowing	As requested by the County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by the County at an agreed to additional cost

Describe Special Operational Requirements
Aerial map attached.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04162

Region 1 Facility No. 31	
Department/Facility	Superior Court/Malibu Administrative Center and Court
Address	23519-25 Civic Center Way, Malibu 90265
Days/Hours of Operation	Weekly(Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	64
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09297

Region 1 Facility No. 32	
Department/Facility	DPW/Malibu Water Treatment Plant
Address	3620 Vista Pacifica, Malibu 90265
Days/Hours of Operation	Thursday, Every two weeks / All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Every two weeks
9.3 Weed Control	Every two weeks
9.4 Litter Control	Every two weeks
9.5 Raking	Every two weeks
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Every two weeks
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Aerial map attached.

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09299

Region 1 Facility No. 33	
Department/Facility	DPW/Reclamation Plant
Address	3863 Malibu Country Dr, Malibu 90265
Days/Hours of Operation	Thursday, Every two weeks / All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Every two weeks
9.3 Weed Control	Every two weeks
9.4 Litter Control	Every two weeks
9.5 Raking	Every two weeks
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Every two weeks
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Aerial map attached.

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 02400

Region 1	Facility No. 34
Department/Facility	Probation/Camp Kilpatrick
Address	427 S. Encinal Canyon Rd, Malibu 90265
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	28
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached. Excludes trees.

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09298

Region 1 Facility No. 35	
Department/Facility	DPW/ Water Plant
Address	6338 Paseo Canyon Dr., Malibu 90265
Days/Hours of Operation	Thursday, Every two weeks / All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Every two weeks
9.3 Weed Control	Every two weeks
9.4 Litter Control	Every two weeks
9.5 Raking	Every two weeks
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Every two weeks
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Aerial map attached.

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 02450

Region 1	Facility No. 36
Department/Facility	Probation/Camp Miller
Address	433 S. Encinal Canyon Rd., Malibu 90265
Days/Hours of Operation	Weekly (Monday): All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Applicable to only shrubs and hedges
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	NA
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 08713

Region 1	Facility No. 37
Department/Facility	Fire/Lifeguard Training Center
Address	2600 The Strand, Manhattan Beach 90266
Days/Hours of Operation	Weekly (Monday): All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	8
Number of Palm Trees	N/A
Number of Planters	8
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	As needed
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.
10.3 Aerification	Aerate all turf areas two (2) times per year, or as requested by the County Project Manager
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by the County Project Manager
10.5 Renovation/Vertical Mowing	As requested by the County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by the County at an agreed to additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03748

Region 1	Facility No. 38
Department/Facility	Public Health/ Curtis Tucker Public Health Center
Address	123 W. Manchester Blvd., Inglewood 90301
Days/Hours of Operation	Weekly(Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	8
Number of Palm Trees	1
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Currently, hand watering is required at some areas of this site until the irrigation system is fixed since gas company broke it. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06480

Region 1	Facility No. 39
Department/Facility	CEO/Torrance Public Health Center
Address	2300 W. Carson St., Torrance 90501
Days/Hours of Operation	Weekly(Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	73
Number of Palm Trees	0
Number of Planters	9
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04362

Region 1 Facility No. 40	
Department/Facility	Public Works/Lomita Administrative Center
Address	24320 Narbonne Ave., Lomita 90717
Days/Hours of Operation	Weekly(Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	35
Number of Palm Trees	1
Number of Planters	38
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06505

Region 1	Facility No. 41
Department/Facility	Health Services/San Pedro Temp Emergency Shelter-Harbor Free Clinic
Address	122 W. 8 th St., San Pedro 90731
Days/Hours of Operation	Weekly(Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10529

Region 1	Facility No. 42
Department/Facility	Aging & Disabilities/San Pedro Service Center
Address	769 W. 3 rd St., San Pedro 90731
Days/Hours of Operation	Weekly(Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	27
Number of Palm Trees	2
Number of Planters	10
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Manually turning on/off valve(s) for watering is required at the site. Aerial map attached

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 08920

Region 1 Facility No. 43	
Department/Facility	Animal Care & Control/Agoura Animal Care Center
Address	29525 W. Agoura Rd., Agoura Hills 91301
Days/Hours of Operation	Weekly (Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	171
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10482

Region 1	Facility No. 44	
Department/Facility	Mental Health/Harbor–UCLA Child and Family Wellness Center	
Address	21810 Normandie Ave., Torrance 90502	
Days/Hours of Operation	Weekly (Tuesday): All work to be performed during daylight hours	

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Weekly
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

FOS District: FOPS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #09020

Region 1	Facility No. 45
Department/Facility	CEO/Crenshaw Area Office
Address	3606 W. Exposition Blvd., Los Angeles, 90016
Days/Hours of Operation	Every other week (Thursday). All work to be performed during daylight hours.

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	NA
9.2 Edging/Detailing	NA
9.3 Weed Control	Every other week
9.4 Litter Control	Every other week
9.5 Raking	NA
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	NA
9.7 Watering	NA
9.8 Irrigation System Maintenance	NA
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	NA
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	NA
10.2 Trimming and Crowning of Trees	NA
10.3 Aerification	NA
10.4 Fertilization	NA
10.5 Renovation/Vertical Mowing	NA
10.6 Cultivating	NA
10.7 Turf Reseeding/Restoration of Bare Areas	NA

Describe Special Operational Requirements
Excludes tree trimming and pruning. Aerial map attached.

FOS District: FOPS
8.8.23

EXHIBIT 5 – FACILITY SITE MAPS

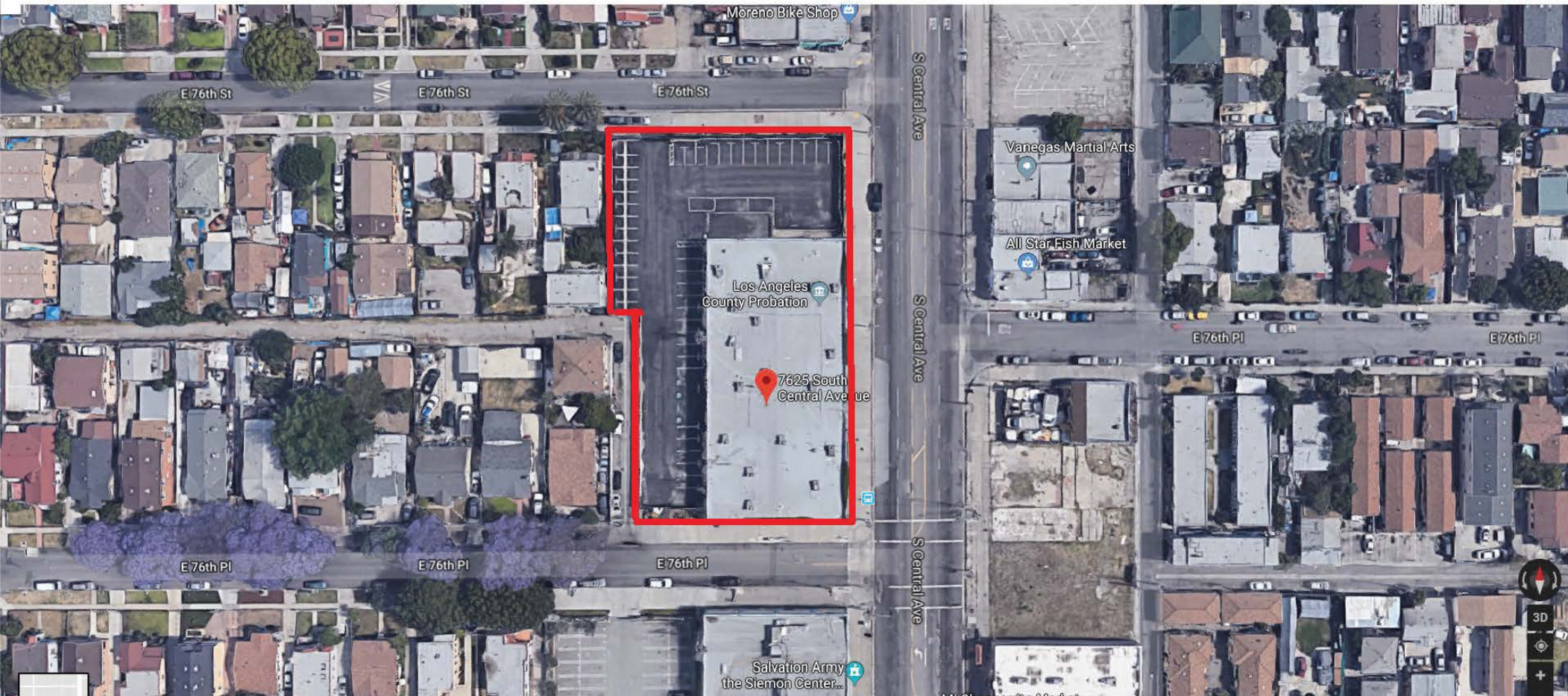
1740 Gage Ave., Los Angeles



Disclaimer:

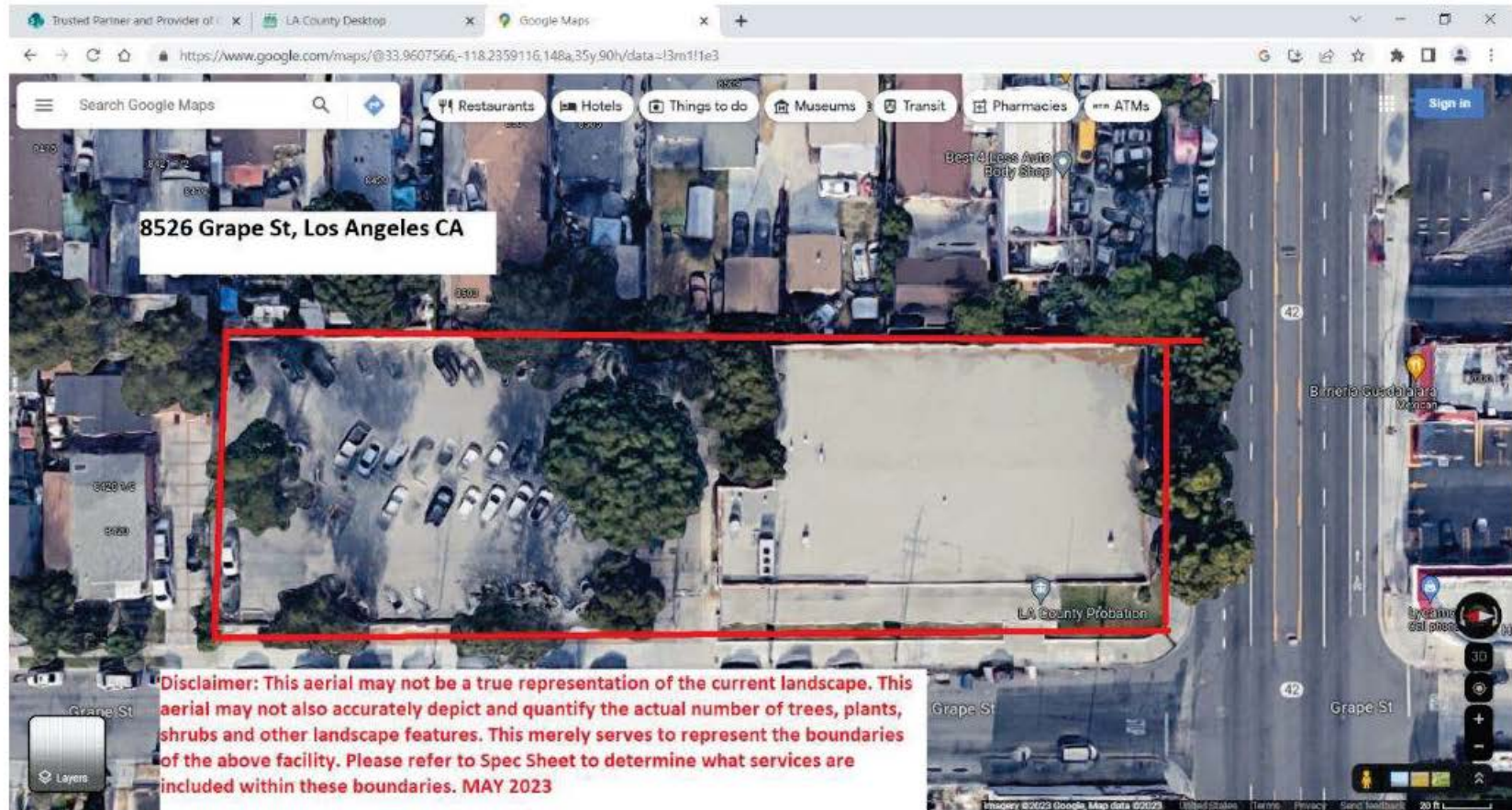
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7625 S. Central Ave., Los Angeles



Disclaimer:

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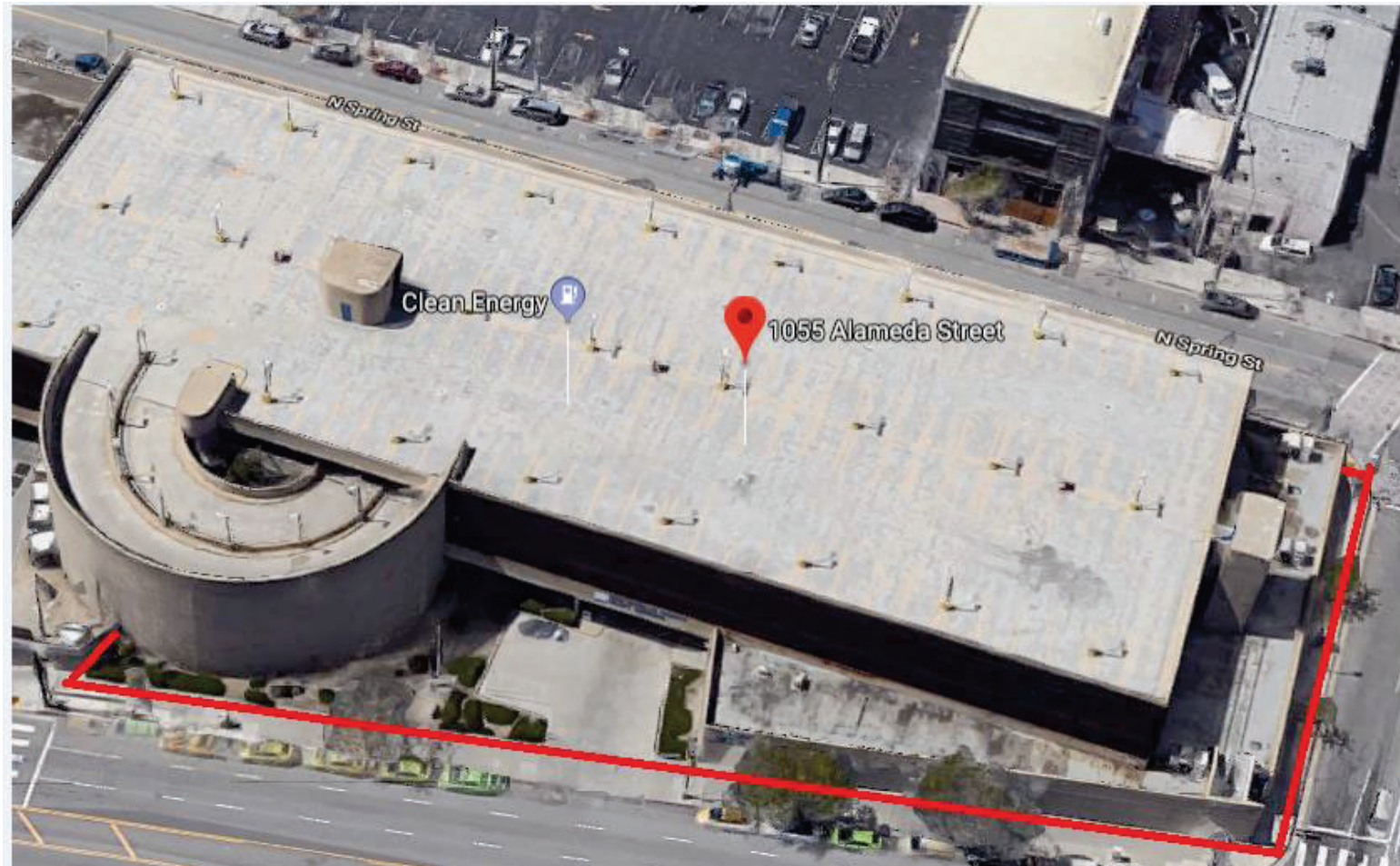
1035 Alameda St. Los Angeles



Disclaimer:

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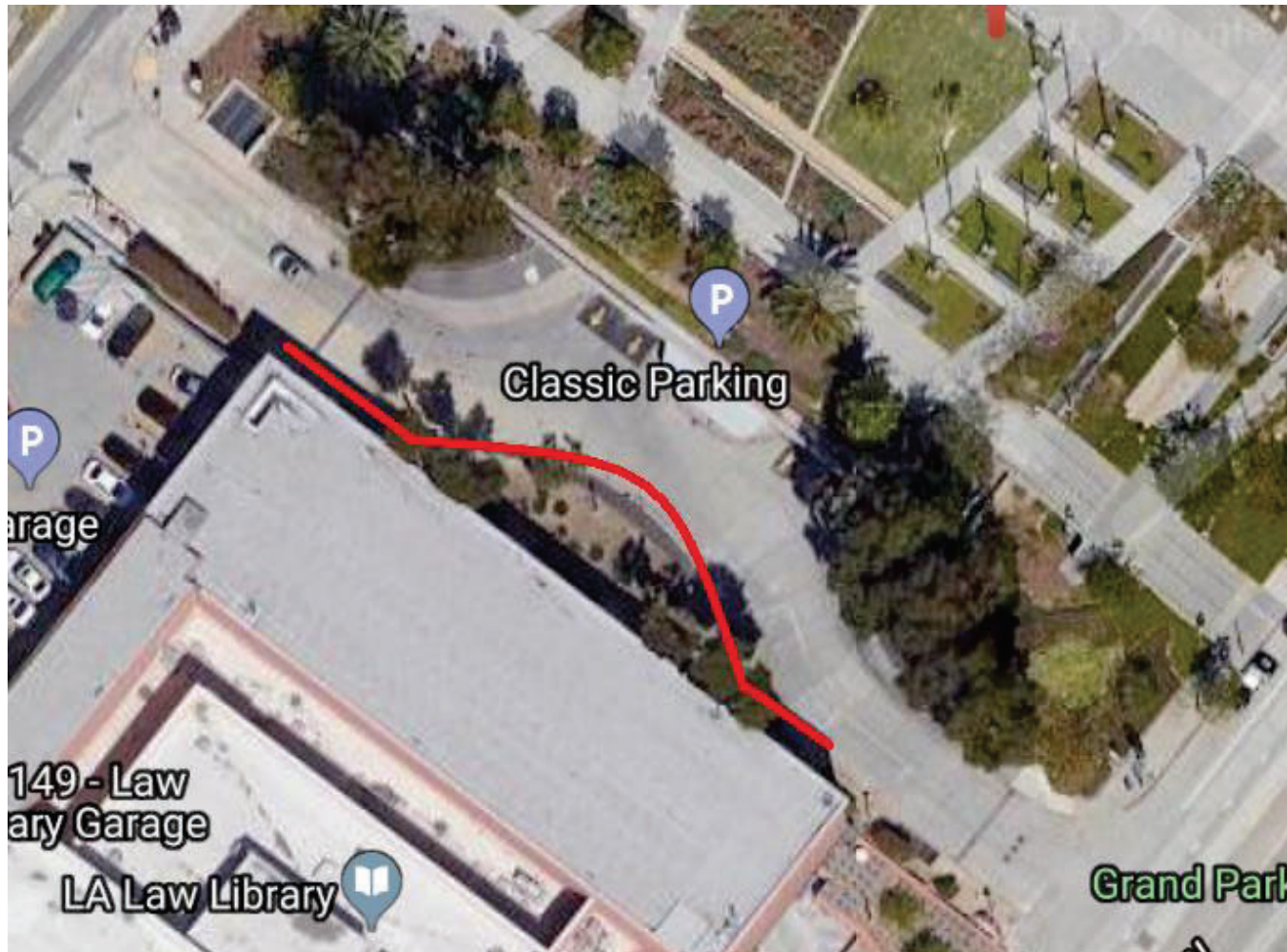
1055 Alameda St. Los Angeles



Disclaimer:

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145 N. Broadway, Los Angeles



Disclaimer:

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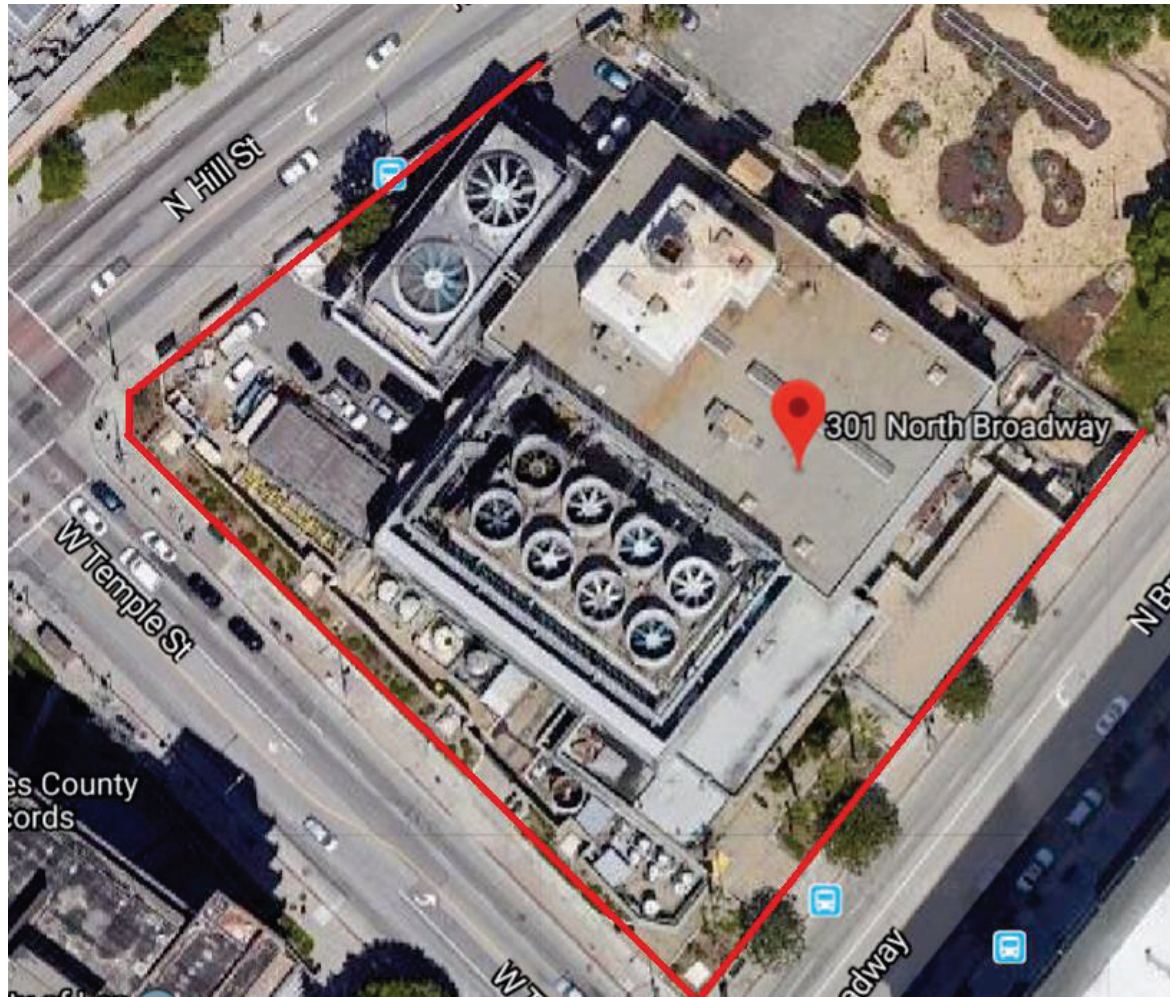
211 W. Temple St. Los Angeles



Disclaimer:

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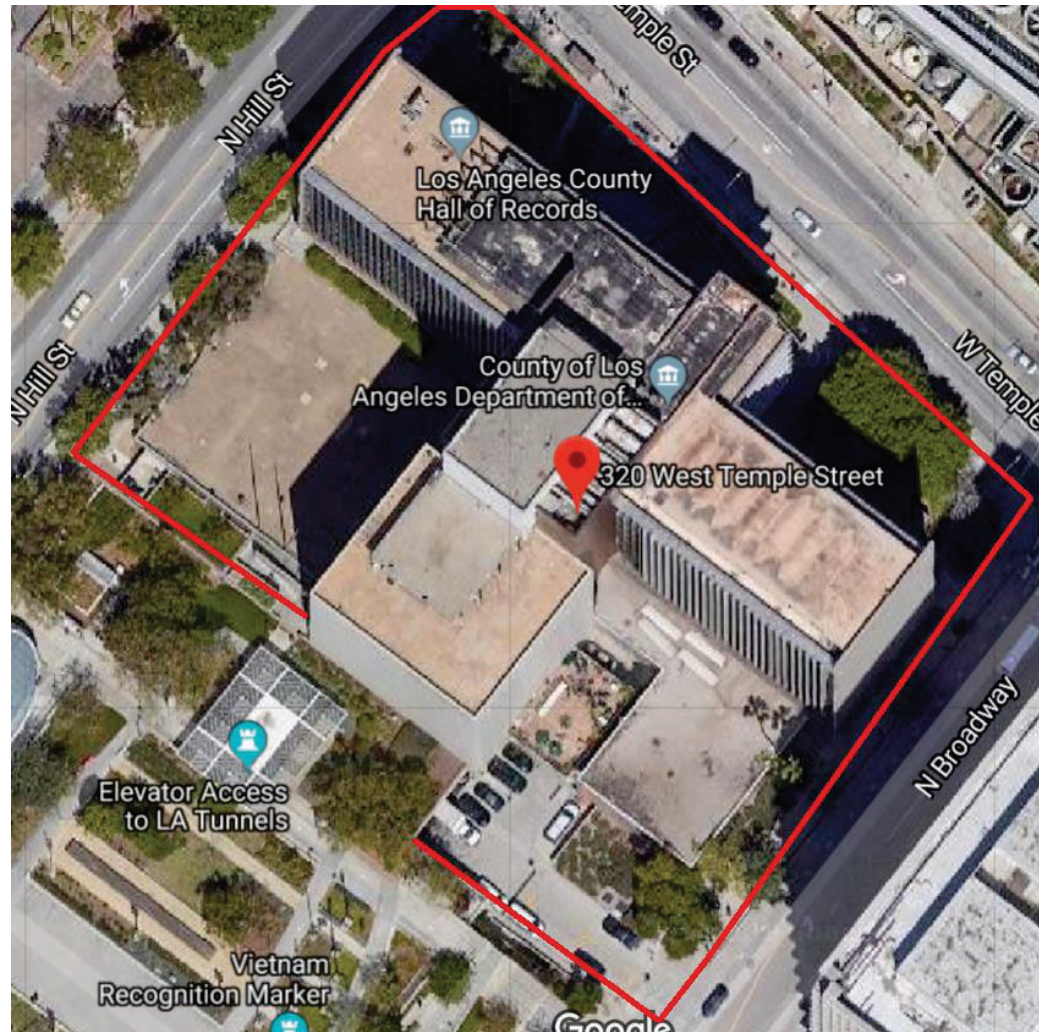
301 N. Broadway Los Angeles



Disclaimer:

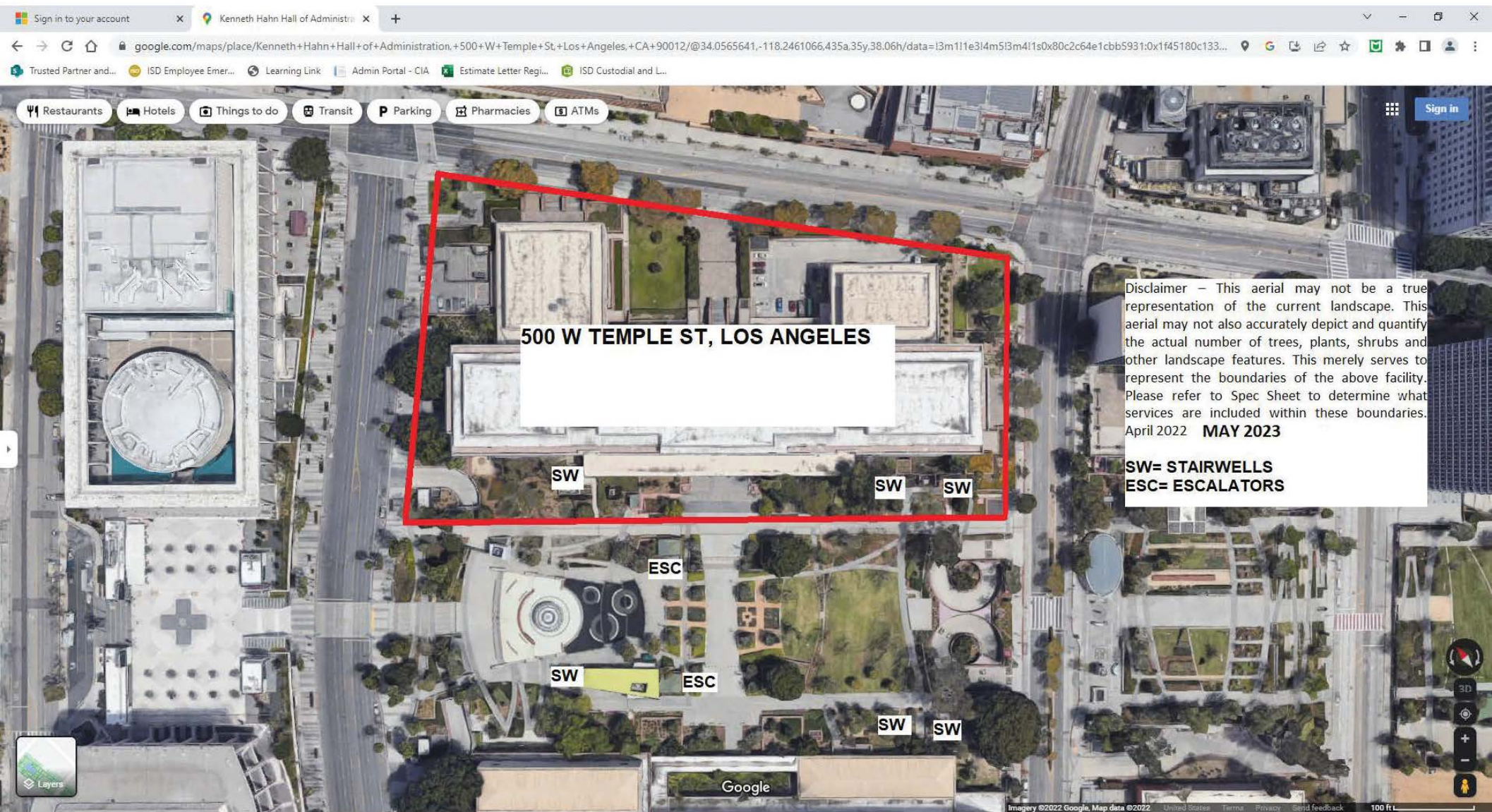
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320 W. Temple St. Los Angeles



Disclaimer:

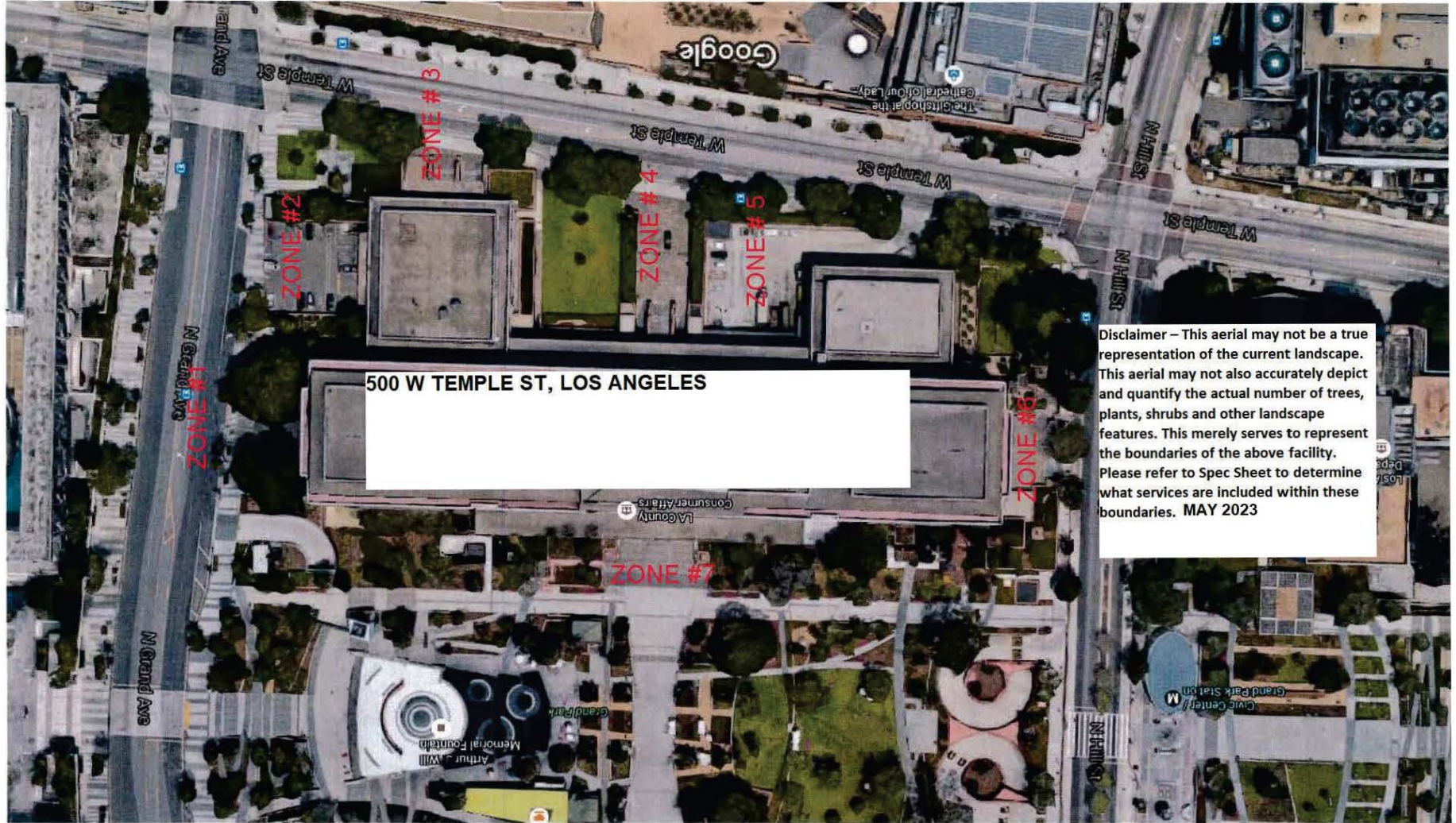
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. MAY 2023



500 W TEMPLE ST, LOS ANGELES

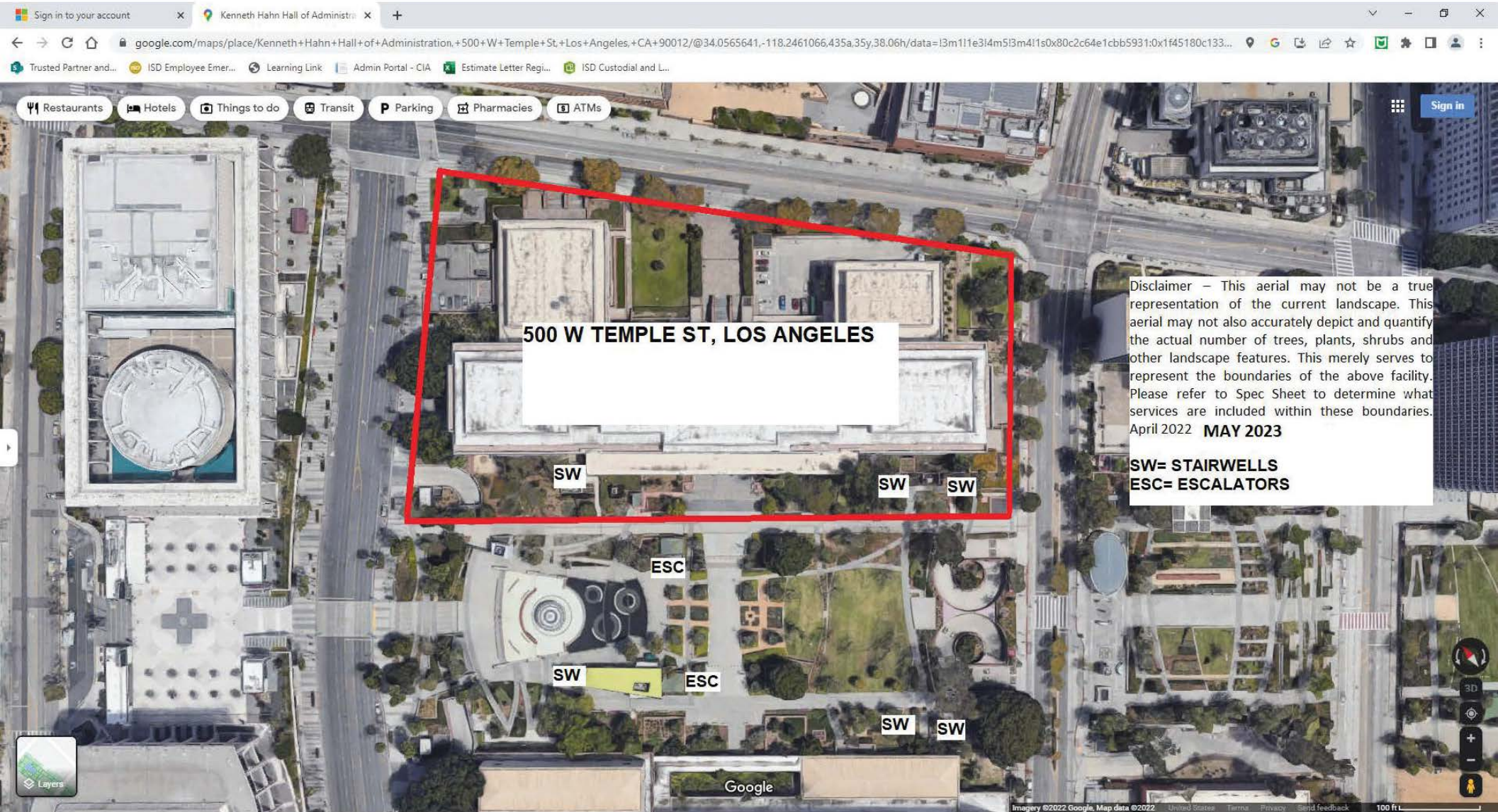
Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. April 2022 **MAY 2023**

SW= STAIRWELLS
ESC= ESCALATORS



500 W TEMPLE ST, LOS ANGELES

Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. MAY 2023

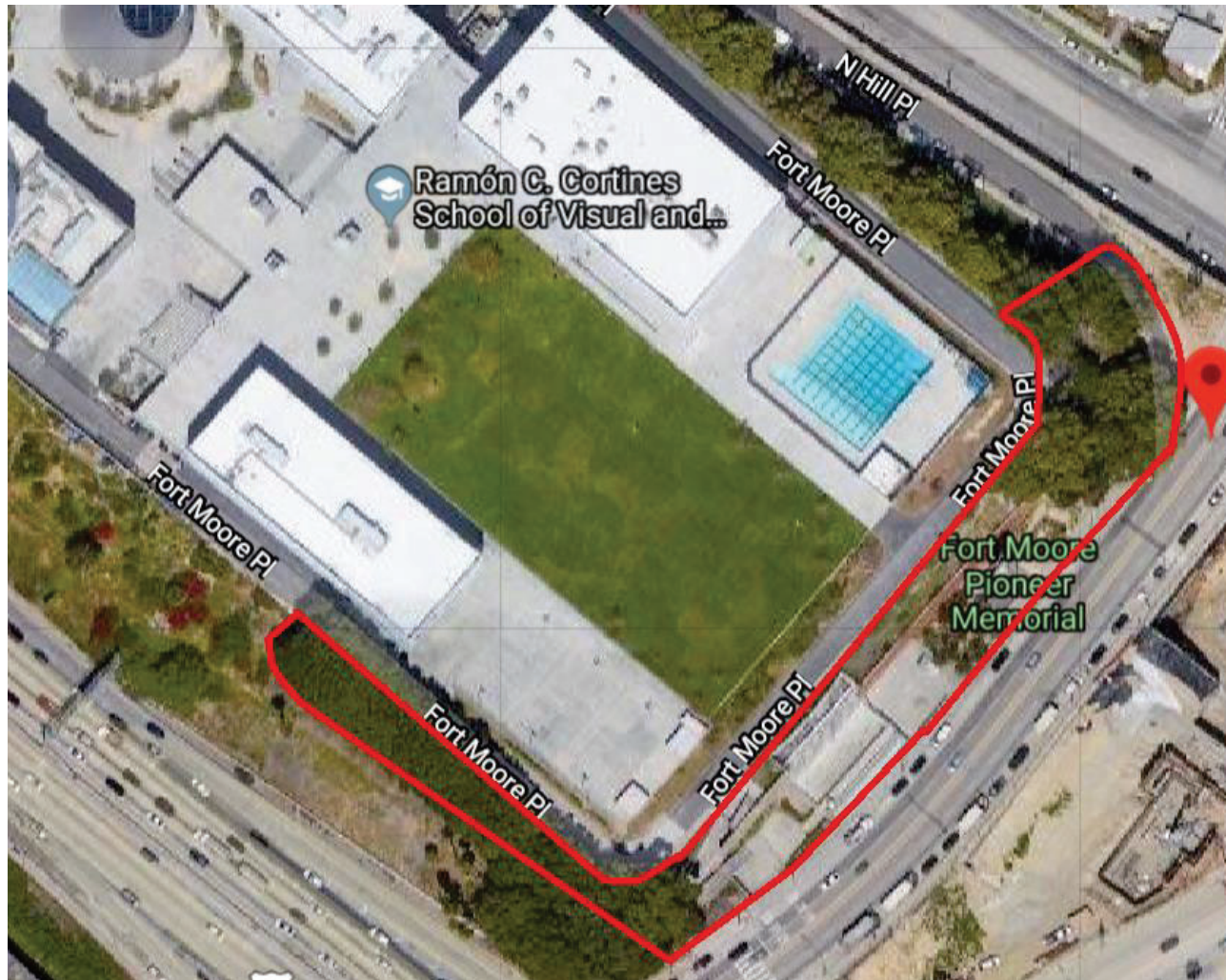


500 W TEMPLE ST, LOS ANGELES

Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. April 2022 **MAY 2023**

SW= STAIRWELLS
ESC= ESCALATORS

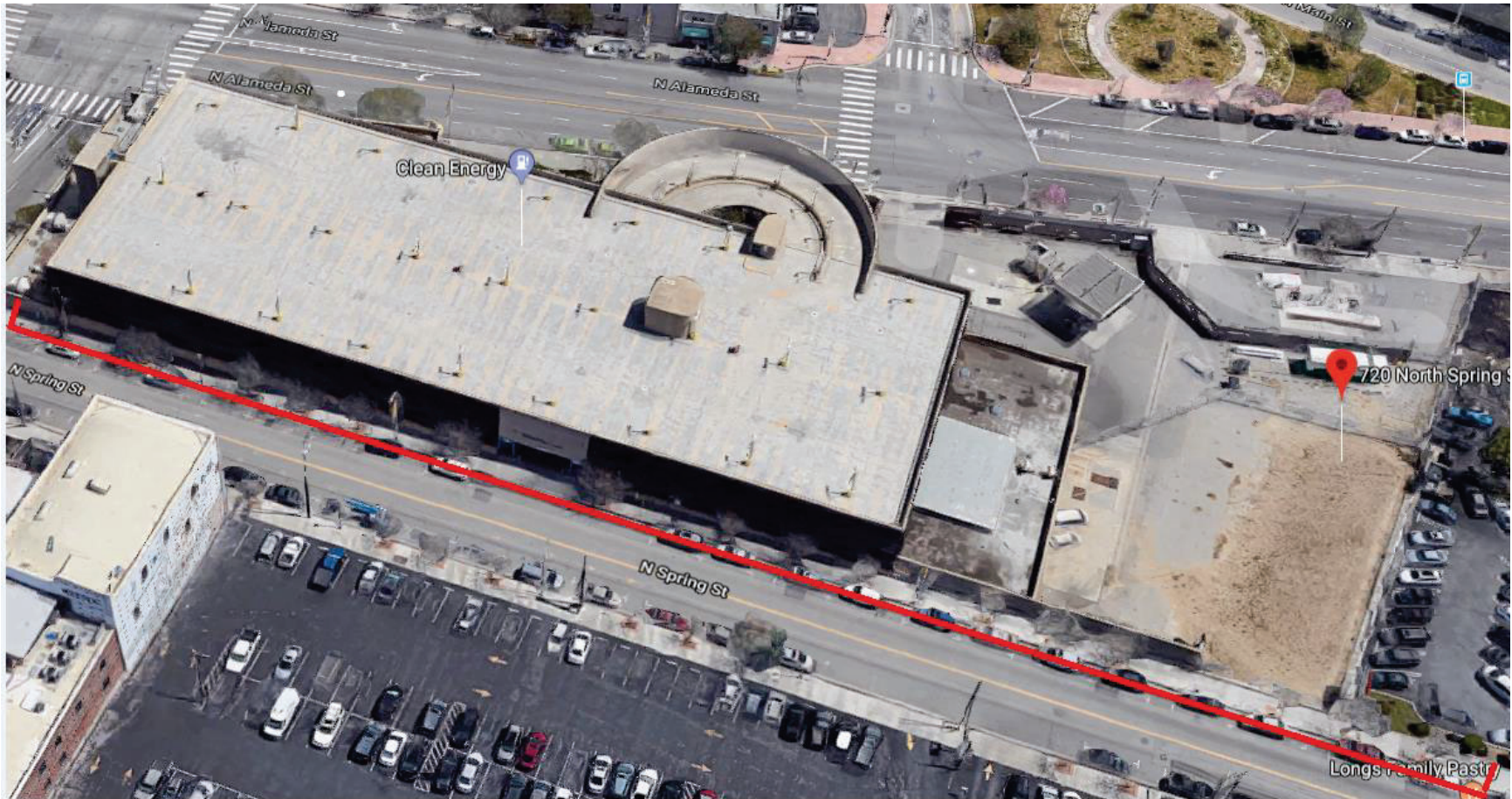
501 N. Hill St. Los Angeles



Disclaimer:

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720 N. Spring St Los Angeles



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321 S. Hewitt St Los Angeles



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1816 S. Figueroa St. Los Angeles



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1633 Purdue Ave, Los Angeles, CA 90025
11404 Santa Monica Boulevard
1644 Butler Avenue



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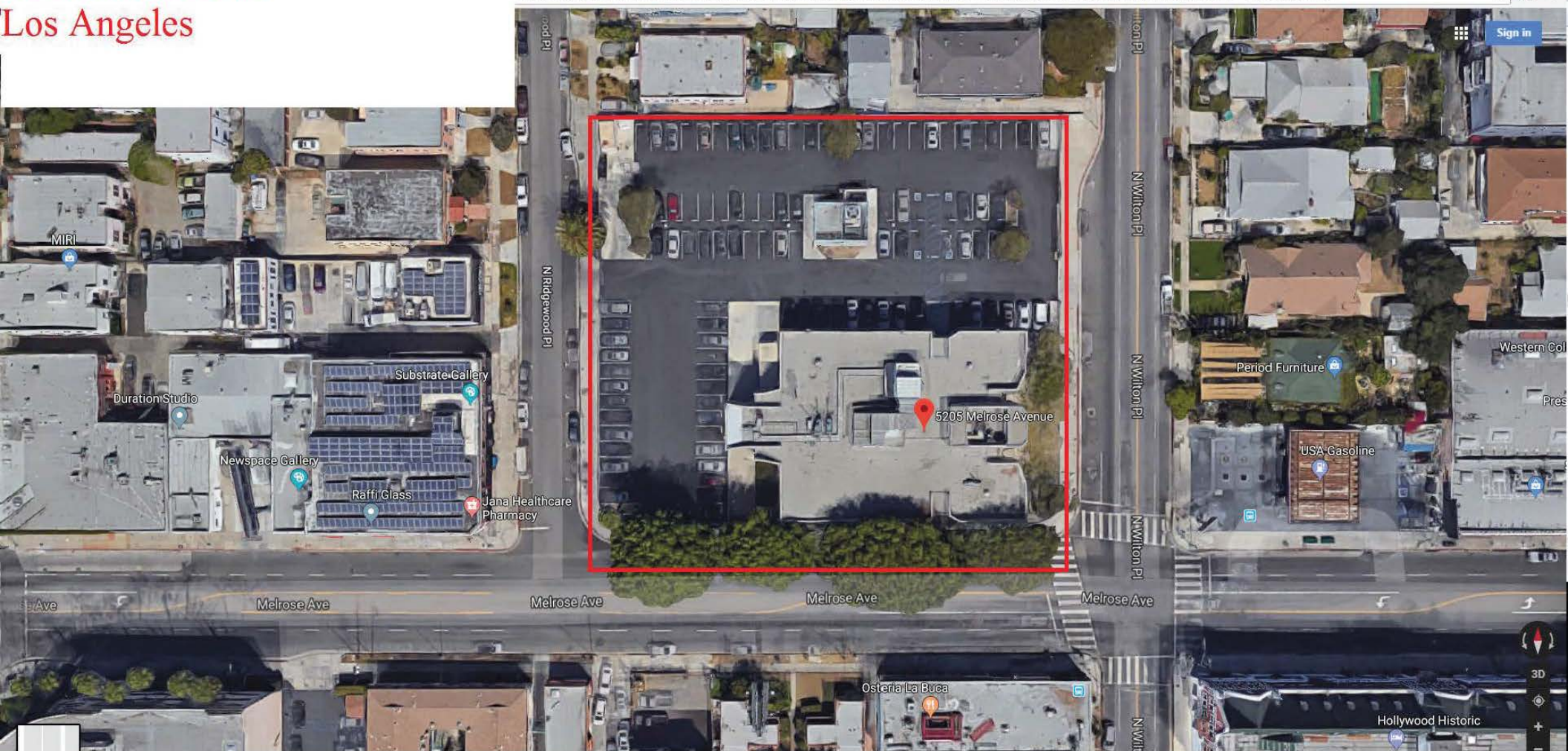
3965 S. Vermont Ave., Los Angeles



Disclaimer:

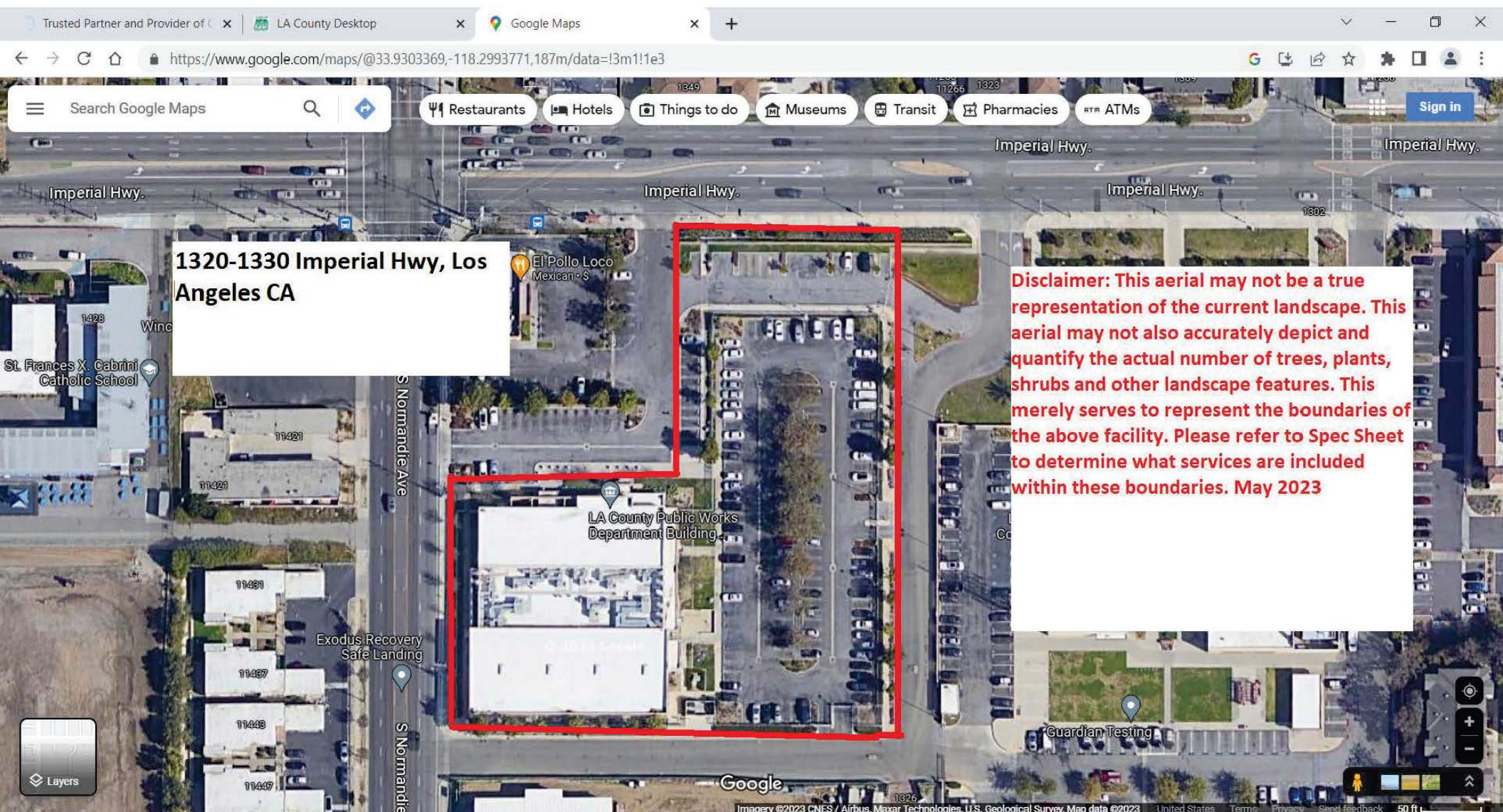
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. MAY 2023

520 Melrose Ave Los Angeles



Disclaimer:

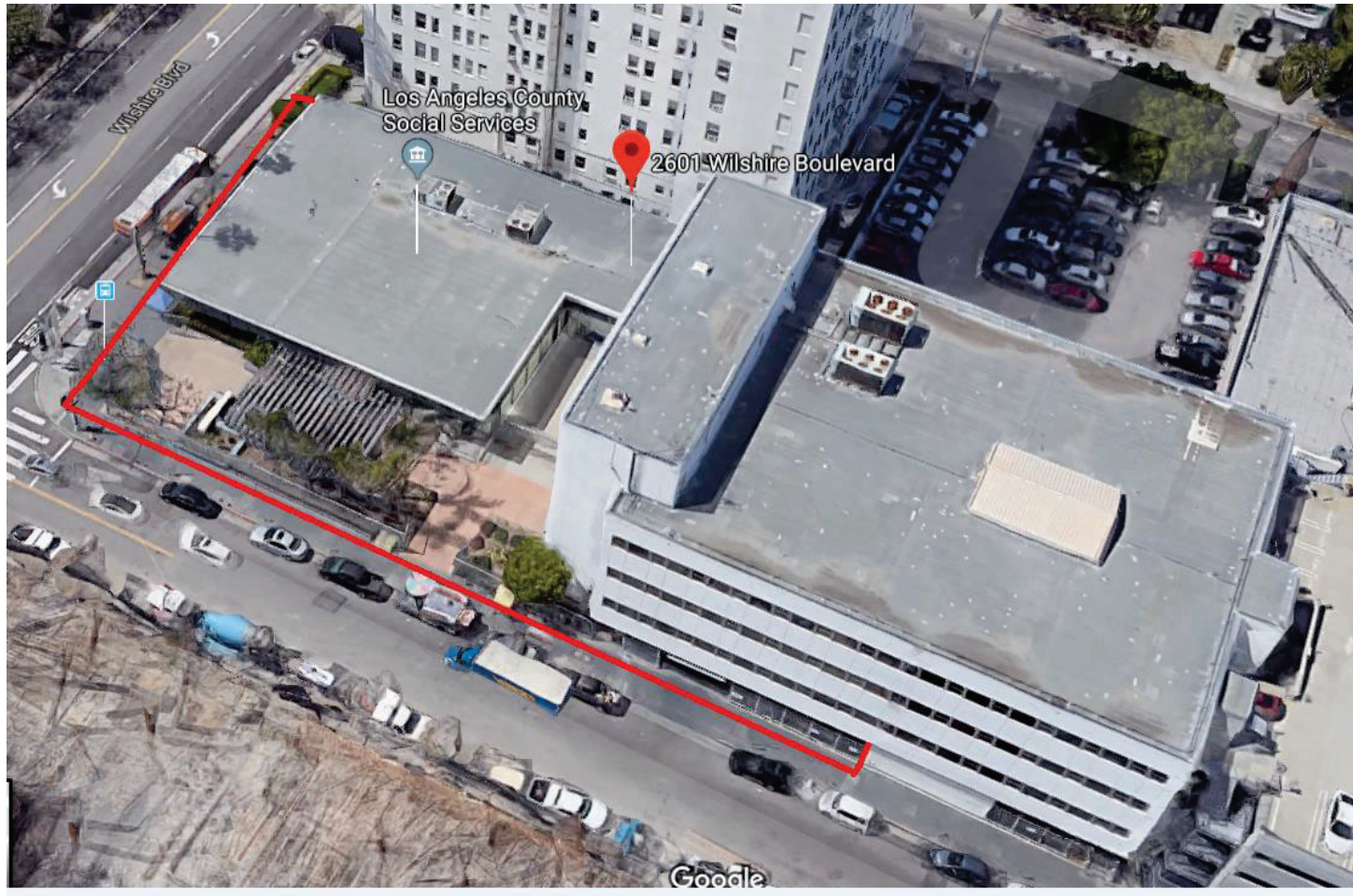
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. MAY 2023



1320-1330 Imperial Hwy, Los Angeles CA

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2601 Wilshire Blvd. Los Angeles



Disclaimer:

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10728 S. Central Ave., Los Angeles



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Glenn Anderson Fwy

1655-1731 East 117th Street, Los Angeles CA 90059

E 117th St

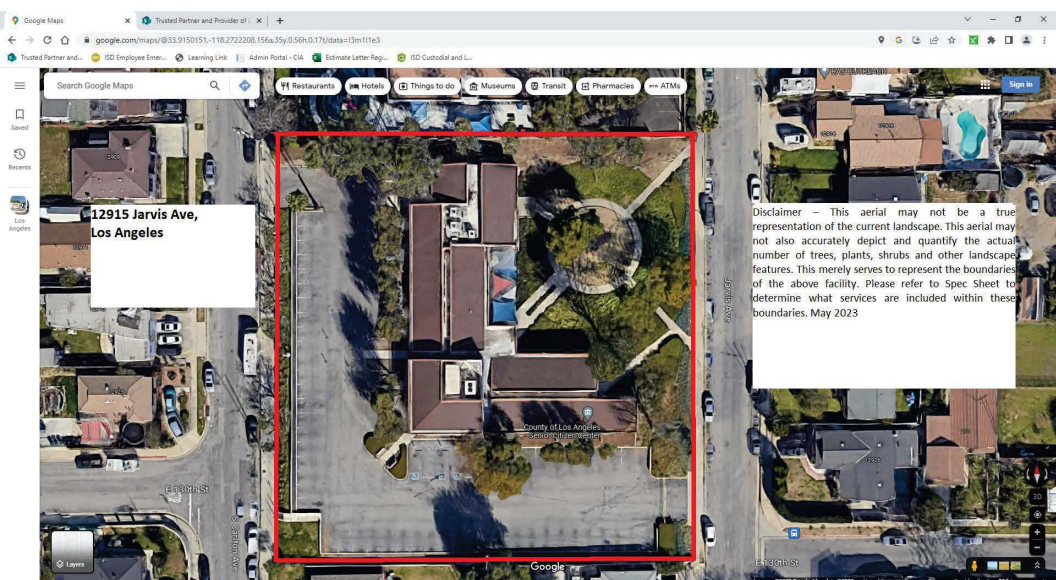
E 117th St

E 117th

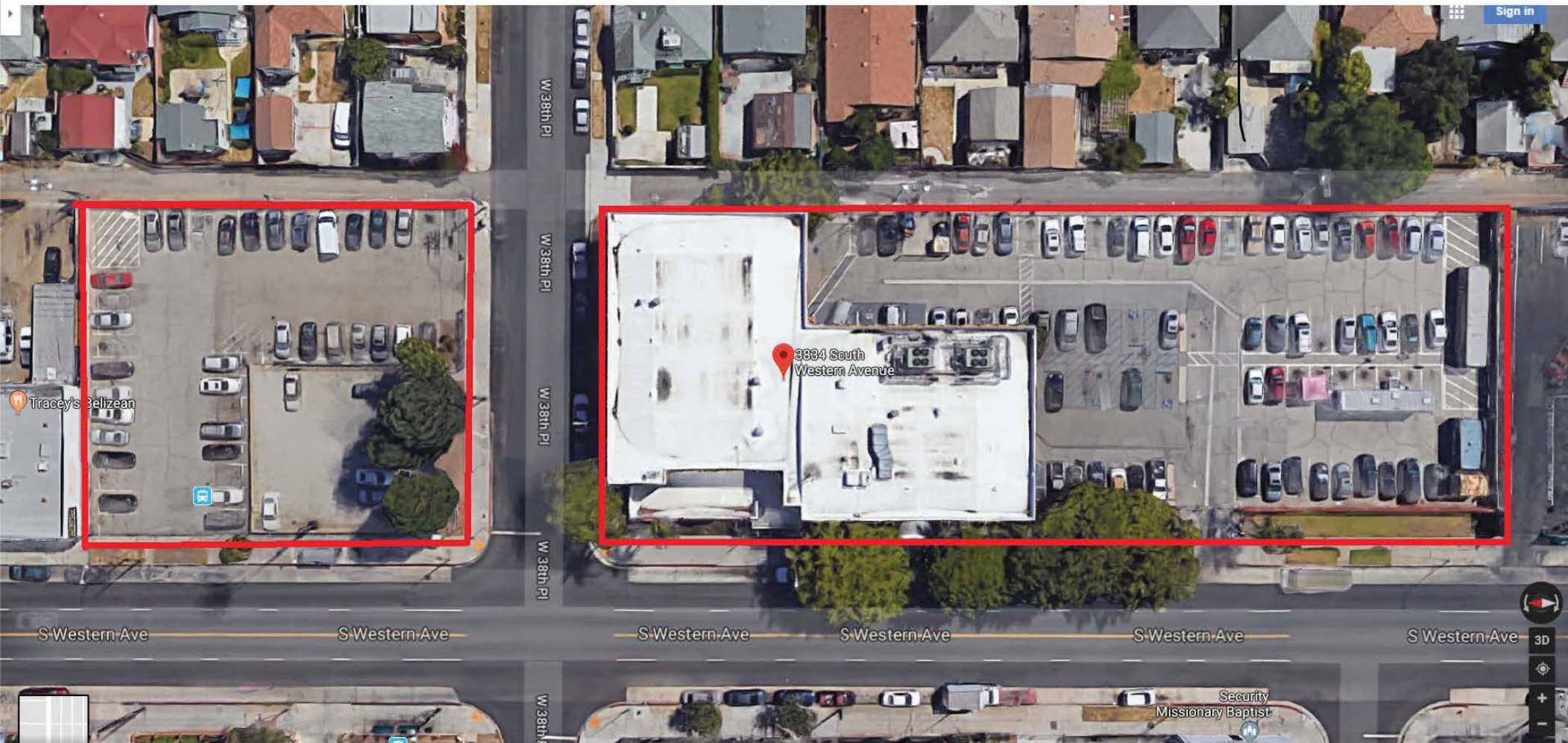
Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately show and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. June 2022 **MAY 2023**

Layers

Google



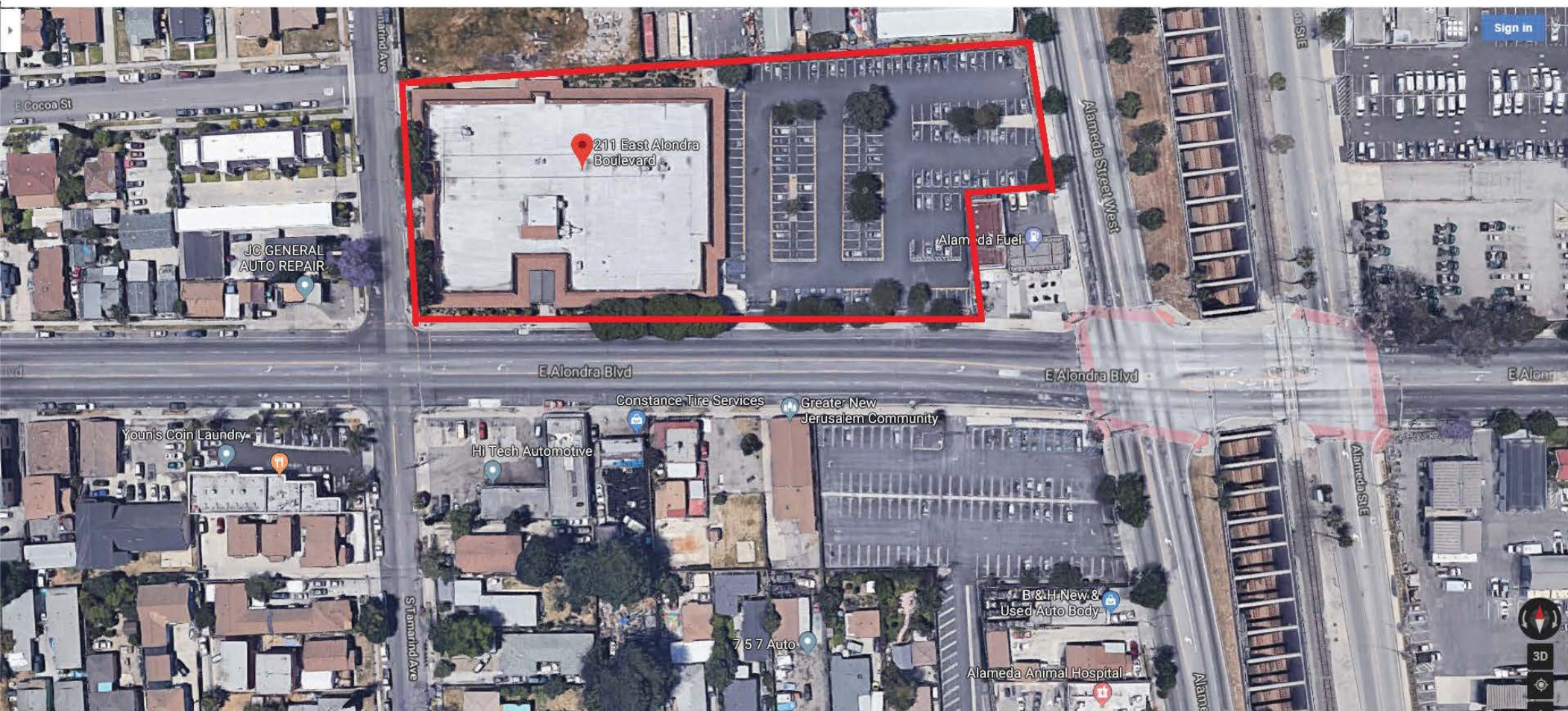
3834 S. Western Ave., Los Angeles



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211 E. Alondra Blvd., Compton



Disclaimer:

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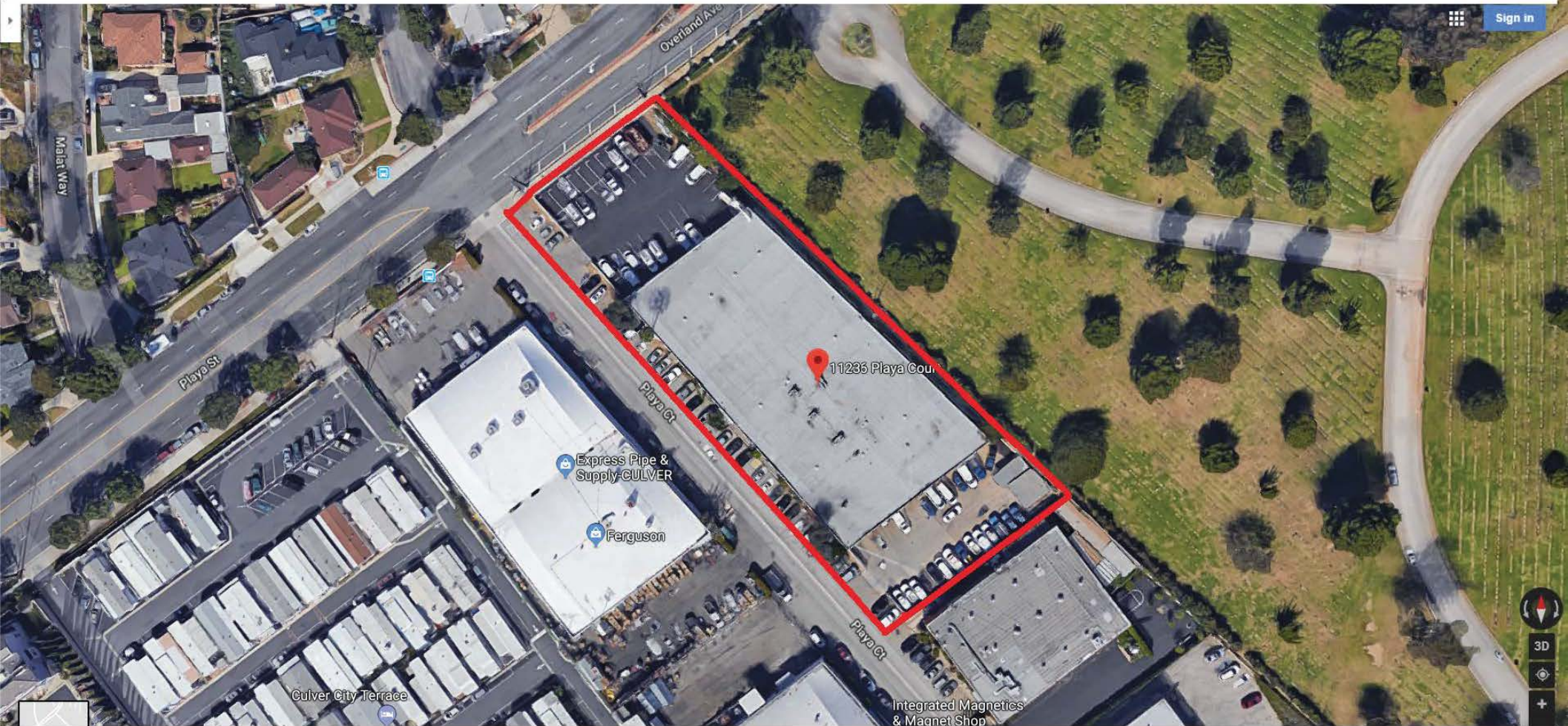
228 E. Alondra Blvd., Compton



Disclaimer:

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11236 Playa Court, Culver City



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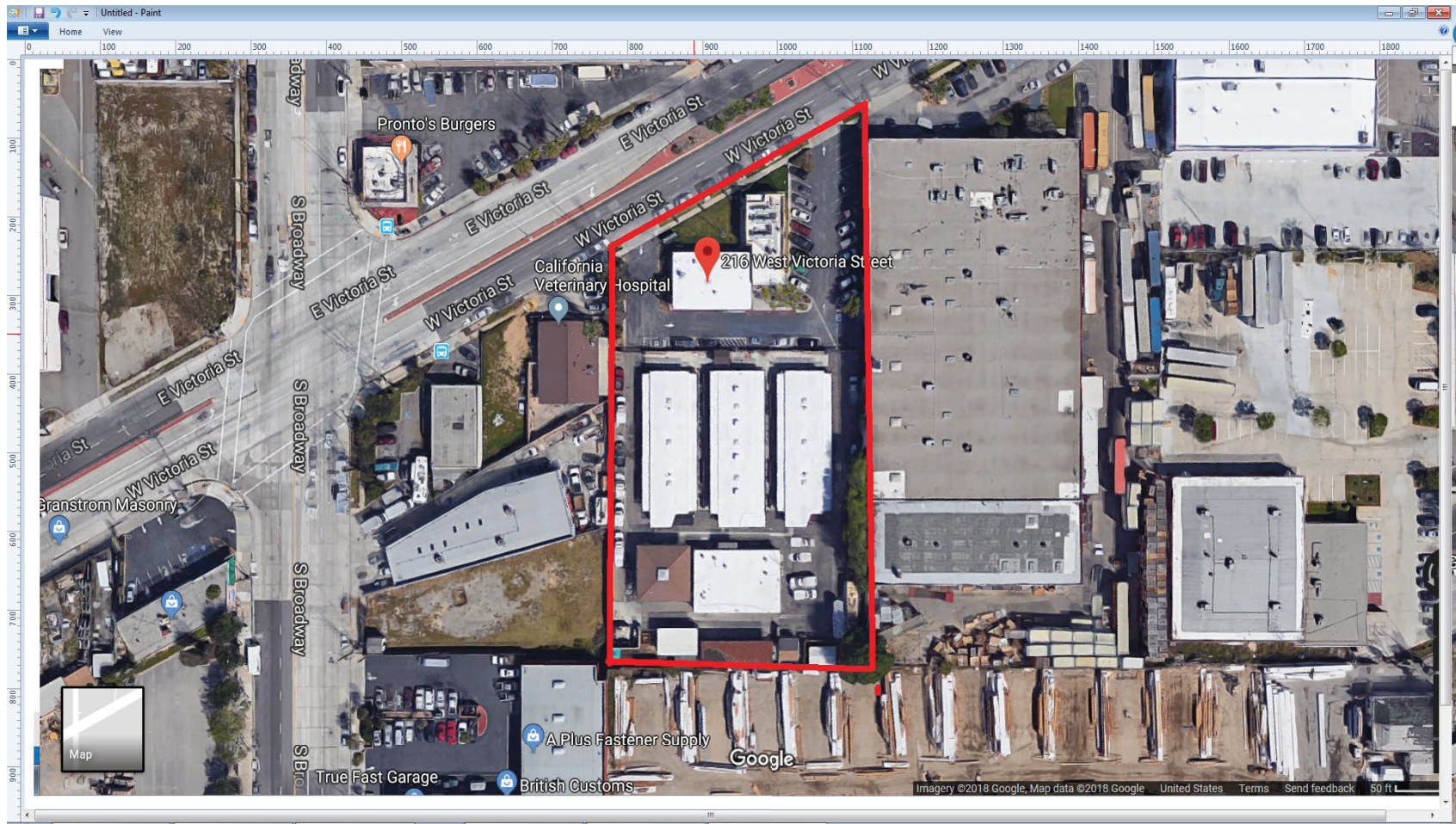
4130-50 Overland Dr., Culver City



Disclaimer:

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216 W. VICTORIA ST, GARDENA



DISCLAIMER: THE ABOVE IMAGE MAY NOT A BE TRUE REPRESENTATION OF THE CURRENT LANDSCAPE CONDITIONS, NOR DOES IT ACCURATELY QUANTIFY NUMBER OF TREES, PLANTS, SHRUBS, ETC., TO BE SERVICED. THIS MERELY SERVES TO REPRESENT THE BOUNDARIES OF THE ABOVE FACILITY. MAY 2023

23519-59 Civic Center Way, Malibu



Disclaimer:

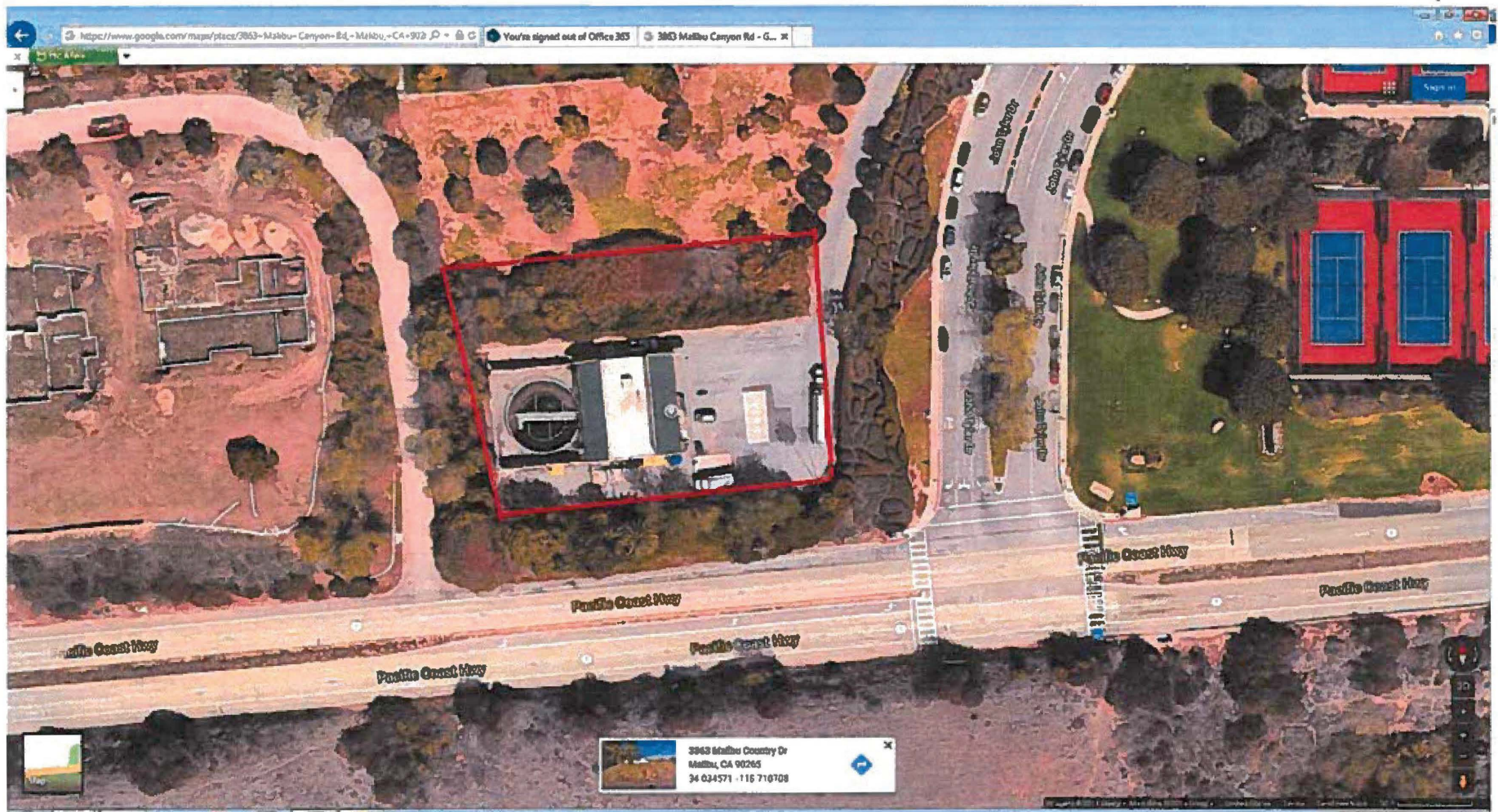
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. MAY 2023

3620 Vista Pacifica St, Malibu



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3863 Malibu Country, Malibu



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427 S. Encinal Canyon Rd.
Malibu

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MAY 2023



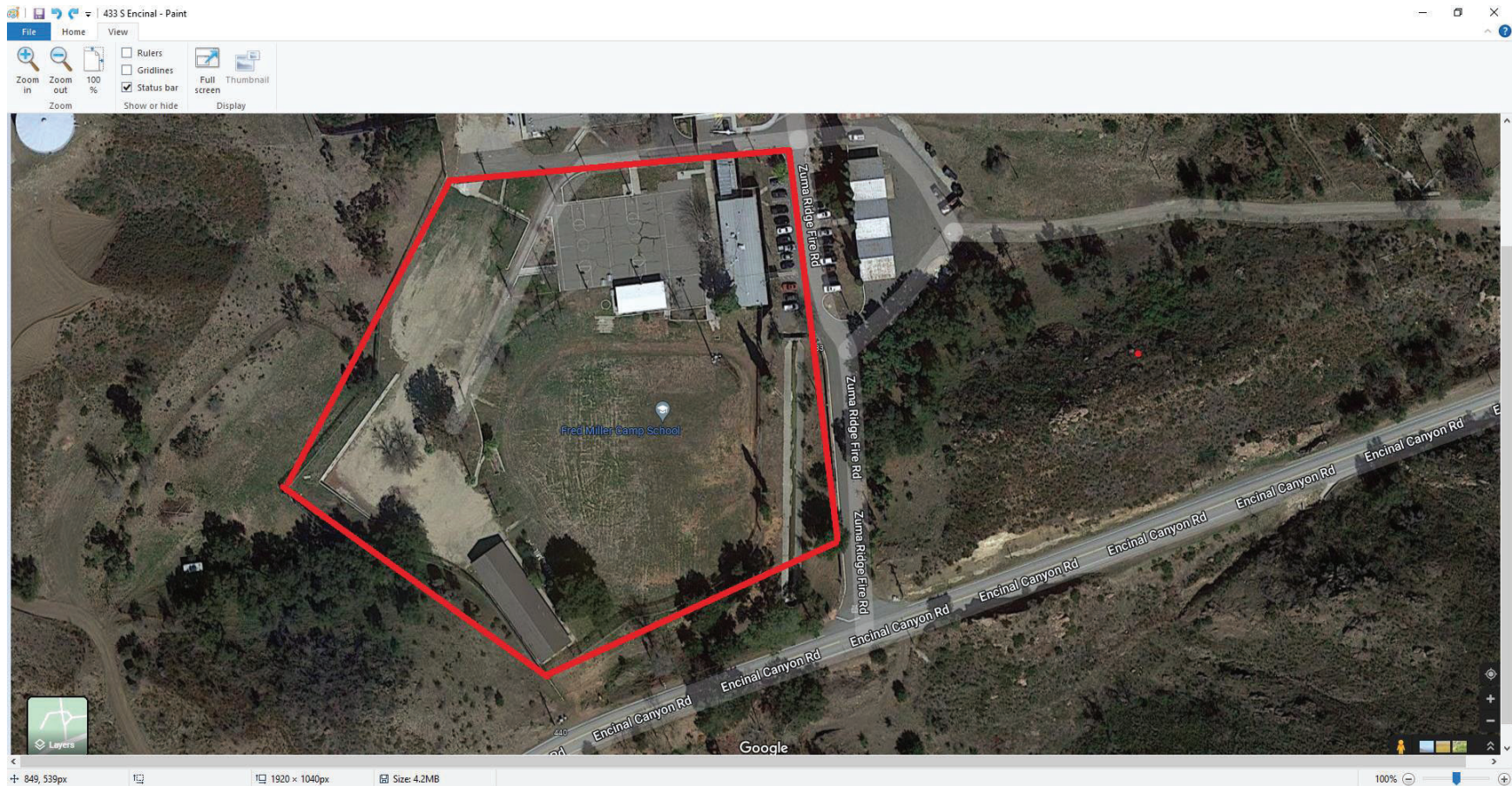
6338 Paseo Canyon Dr, Malibu



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Facility 85 Aerial Map

433 S. Encinal Canyon Rd., Malibu CA., 90265



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2600 The Strand, Manhattan Beach



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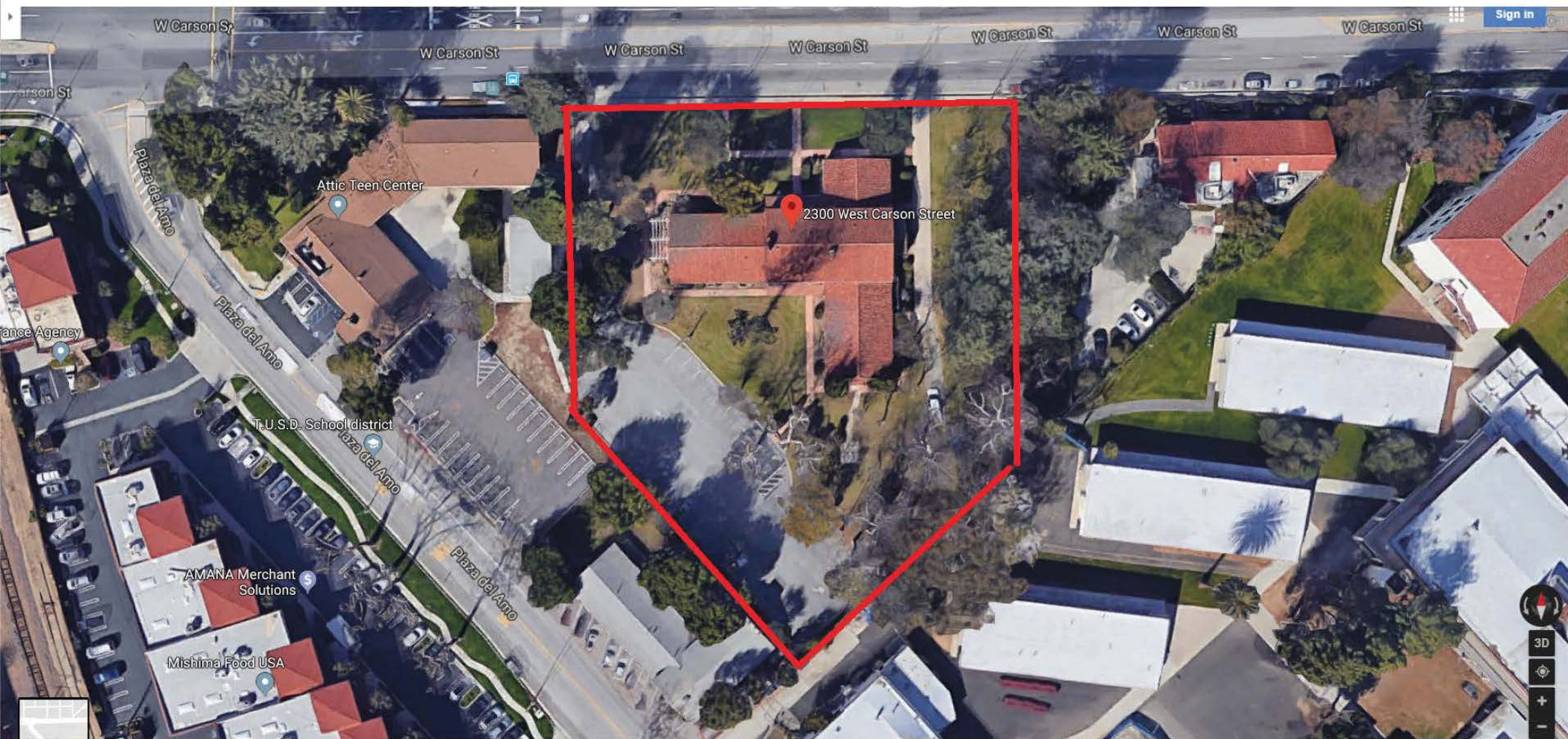
123 W. Manchester Blvd., Inglewood



Disclaimer:

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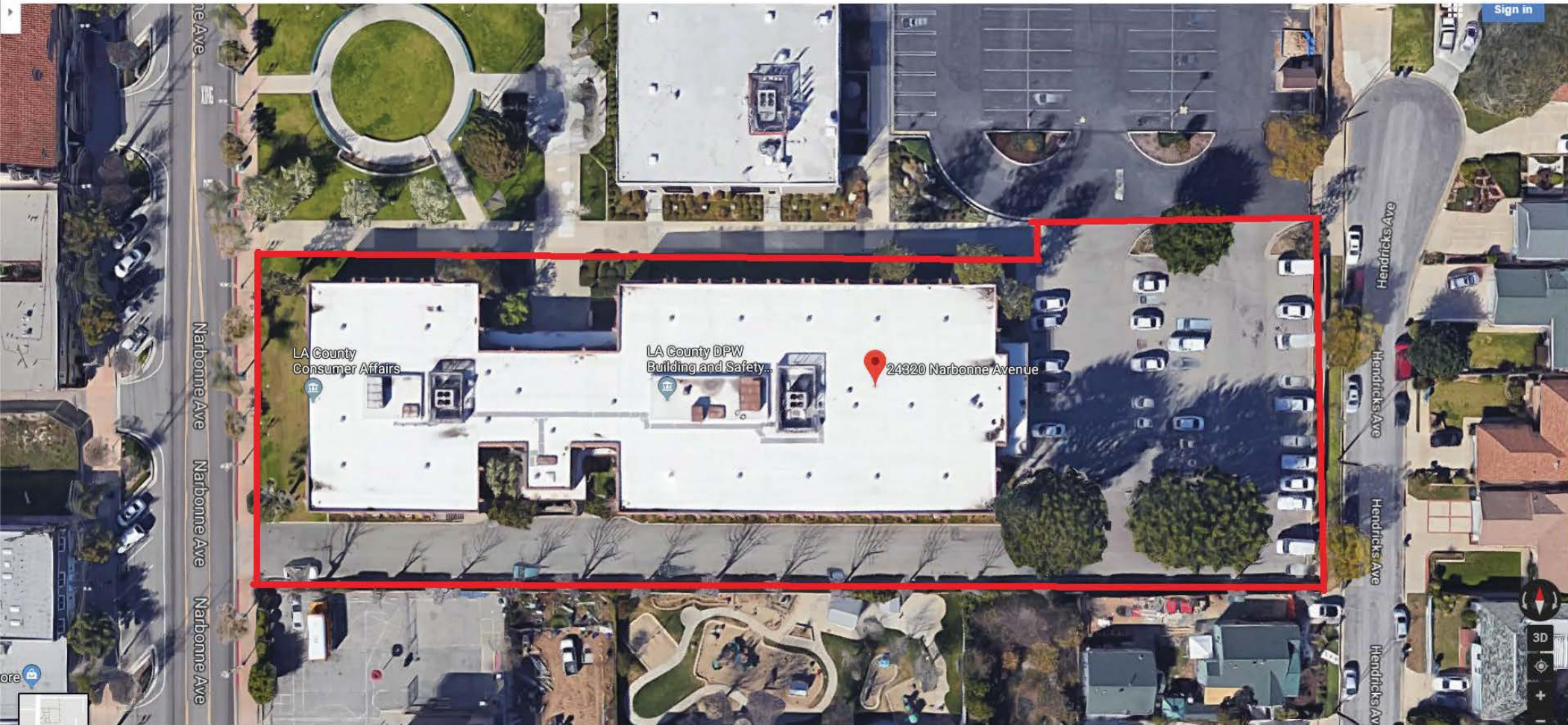
2300 W. Carson St., Torrance



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24320 Narbonne Ave., Lomita



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122 W. 8th St., San Pedro



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769 W. 3rd St., San Pedro



Disclaimer:

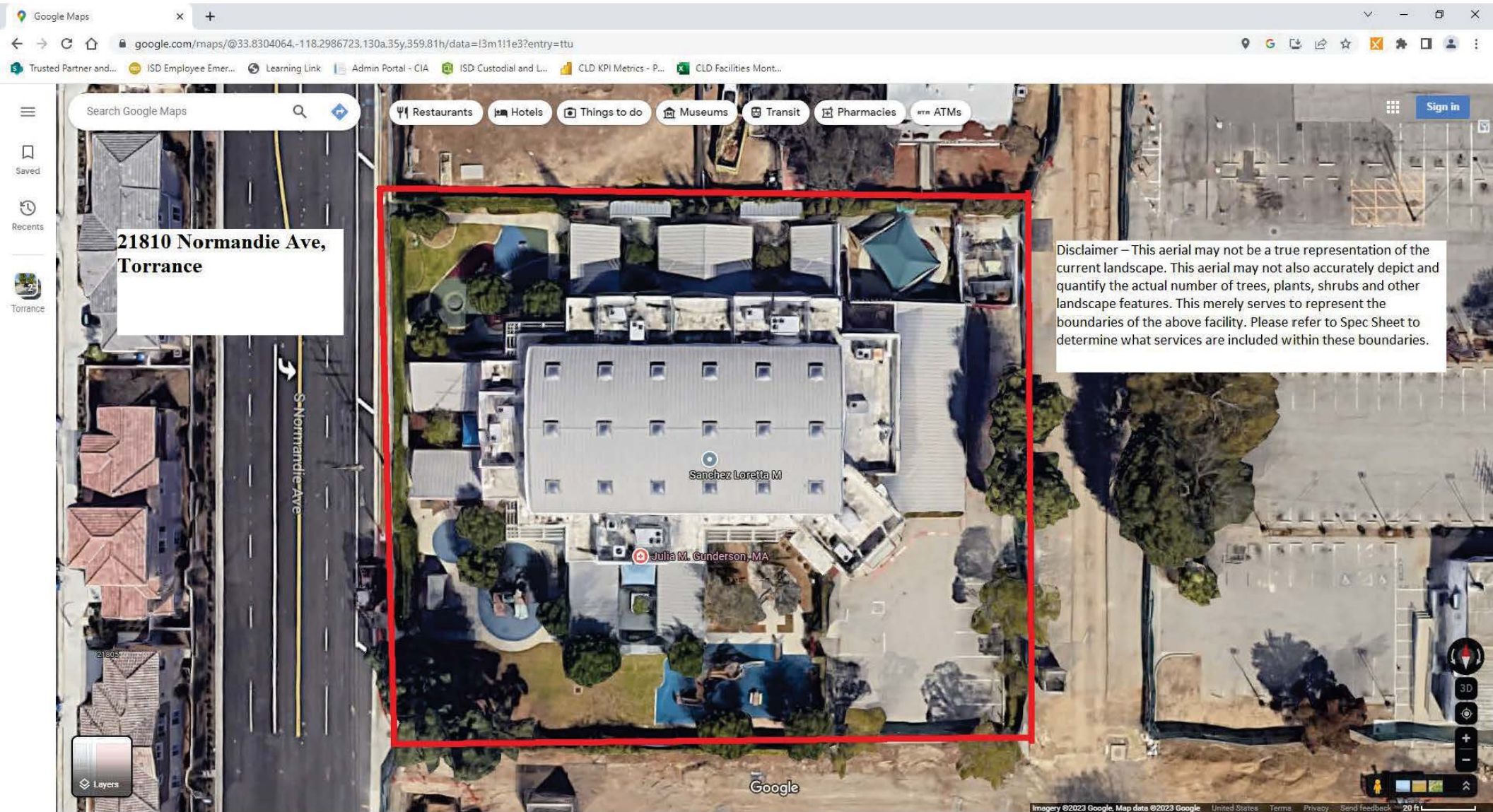
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. MAY 2023

29525 Agoura Rd., Agoura

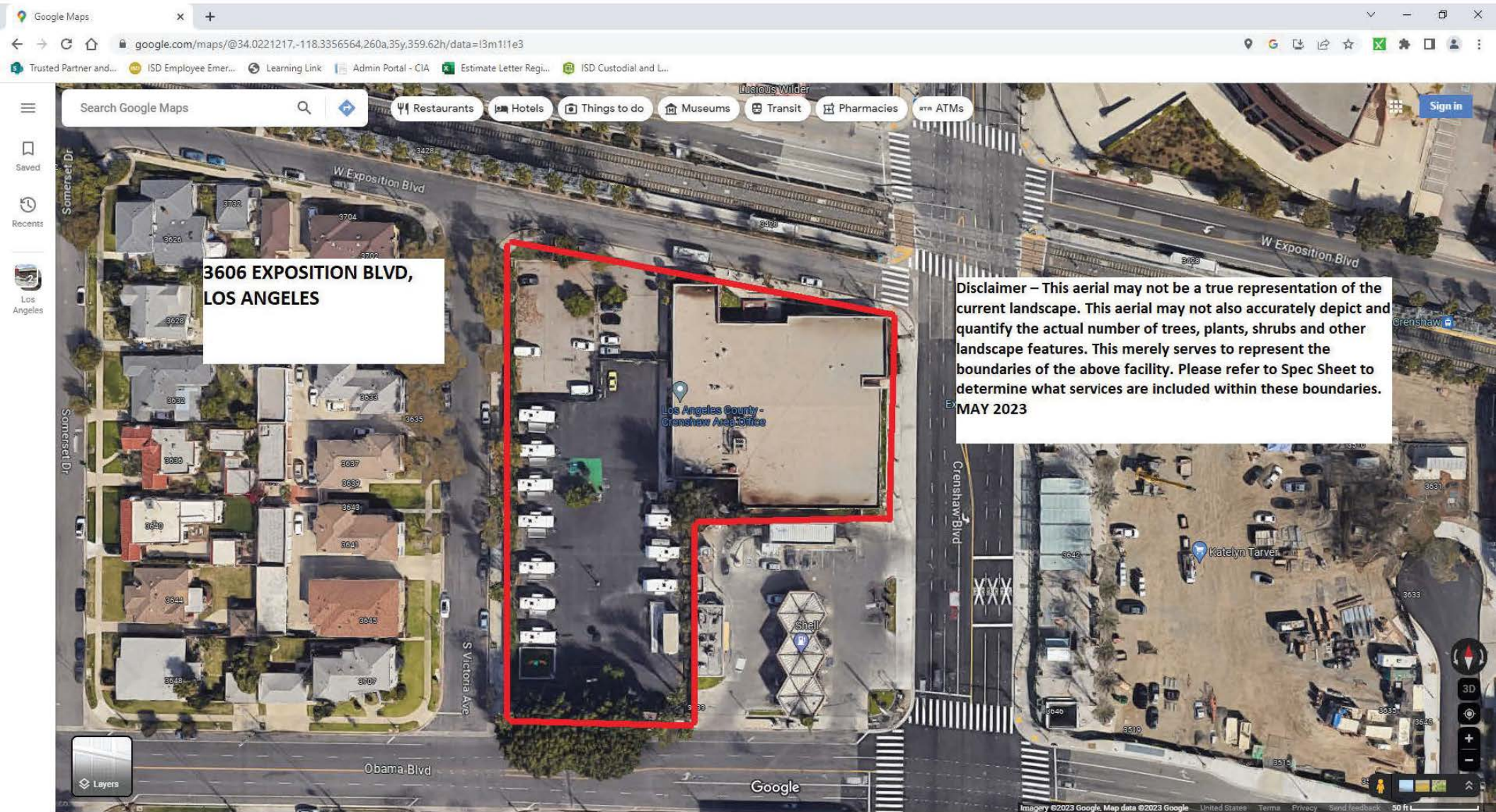


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ISD
OPERATIONS SERVICE
CUSTODIAL & LANDSCAPING SERVICES DIVISION

MONTHLY CONTRACTOR PERFORMANCE SUMMARY

Inspection Type			
Contractor			
Contract Person			
Contract Monitor			
Inspection for Month of			
Address			
Facility Name:			
County Department			

GENERAL CUSTODIAL SERVICES - UNACCEPTABLE CONDITIONS/CORRECTIVE ACTION NEEDED:

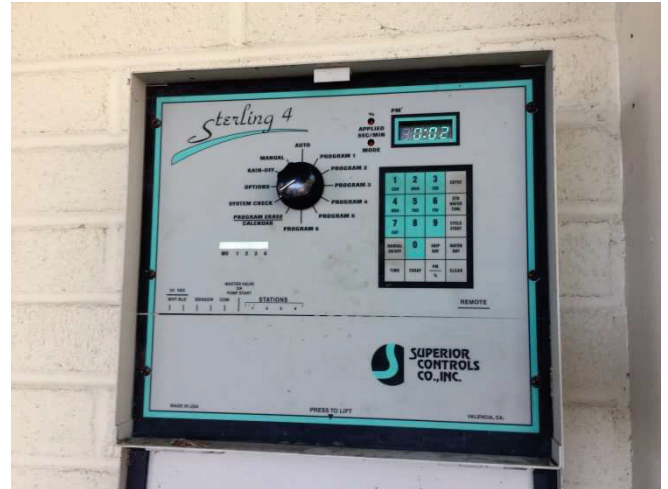
LOCATION	SOW#	LITTER CONTROL	COMMENTS
On the East Side of building	9.4.A	Frequency: Each visit.	
On the East Side of building	9.4.B	Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as Countys Projector Manager or his designee deems practical.	Remove the debris paper, trash
On the East Side of building	9.4.C	All litter and debris occurring as a result of Contractors operations shall be removed from the landscaped area immediately following such operations.	
On the East Side of building	9.4.D	Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.	
On the East Side of building	9.4.E	Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.	
On the East Side of building	9.4.F	Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor shall submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.	

ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Facility Name:	Observation Date:
Address:	Monitor/Section Manager:
Contractor:	District:

Irrigation Controller #1

Make:
Model:
Location:
Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial Notes:
Stations: Notes:
Days and Hours:



(*Every station should control one RCV)

Valve#_1_ (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Valve# 2 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



Valve# 3 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



--	--

ISD SIGNATURE

DATE

--	--

CONTRACTOR SIGNATURE

DATE

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

SOW (Click all that was done)

<input type="checkbox"/> SOW 9.1 Mowing	<input type="checkbox"/> SOW 9.10 Rodent Control
<input type="checkbox"/> SOW 9.2 Edging/Detailing/Weed Control	<input type="checkbox"/> SOW 10.1 Chemical Edging/Detailing
<input type="checkbox"/> SOW 9.3 Weed Control	<input type="checkbox"/> SOW 10.2 Trimming and Crowning of Trees
<input type="checkbox"/> SOW 9.4 Litter Control	<input type="checkbox"/> SOW 10.3 Aerification
<input type="checkbox"/> SOW 9.5 Raking	<input type="checkbox"/> SOW 10.4 Fertilization
<input type="checkbox"/> SOW 9.6 Pruning of trees, hedges, ground cover	<input type="checkbox"/> SOW 10.5 Renovation/Vertical Mowing
<input type="checkbox"/> SOW 9.7 Watering	<input type="checkbox"/> SOW 10.6 Cultivating
<input type="checkbox"/> SOW 9.8 Irrigation system maintenance	<input type="checkbox"/> SOW 10.7 Turf Reseeding/Restoration of Bare Areas
<input type="checkbox"/> SOW 9.9 Disease/Insect Control	<input type="checkbox"/> Other _____

NOTES

RECOMMENDATION

PICTURES: to be provided if required. Use Additional pages if necessary

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

**LANDSCAPE SERVICES
PRICING SHEET
REGION 1**

EXHIBIT B
EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
05267	1	DPSS/Auto Park #62	1740 E. Gage Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$51.50	\$53.82	\$56.24	\$58.77	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.31	\$2.31	\$2.31	\$2.31	
		All other services (Services within HRS/Days of Operation)			\$118.37	\$122.34	\$126.49	\$130.82	
		Monthly Total:			\$172.18	\$178.47	\$185.04	\$191.90	
10299	2	Probation/David V. Kenyon Juvenile Justice Center	7625 S. Central Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$73.39	\$75.85	\$78.42	\$81.11	
		Monthly Total:			\$73.39	\$75.85	\$78.42	\$81.11	
09028	3	Probation/Firestone Area Office	8526 Grape St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$8.24	\$8.45	\$8.67	\$8.90	
		Fertilization (SOW 10.4)			\$3.97	\$3.97	\$3.97	\$3.97	
		All other services (Services within HRS/Days of Operation)			\$101.80	\$105.21	\$108.78	\$112.51	
		Monthly Total:			\$114.01	\$117.63	\$121.42	\$125.38	
00058	4	ISD-PCS/Hillside Slope	1035 Alameda St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$25.75	\$26.91	\$28.12	\$29.39	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.36	\$0.36	\$0.36	\$0.36	
		All other services (Services within HRS/Days of Operation)			\$36.42	\$37.64	\$38.92	\$40.25	
		Monthly Total:			\$62.53	\$64.91	\$67.40	\$70.00	
07615	5	ISD-PCS/Auto Park #58	1055 Alameda St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$103.00	\$107.64	\$112.48	\$117.54	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$1.50	\$1.50	\$1.50	\$1.50	
		All other services (Services within HRS/Days of Operation)			\$384.71	\$397.60	\$411.08	\$425.17	
		Monthly Total:			\$489.21	\$506.74	\$525.06	\$544.21	
00094	6	ISD-PCS/Auto Park #10	145 N. Broadway	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$266.08	\$278.06	\$290.57	\$303.65	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$4.03	\$4.03	\$4.03	\$4.03	
		All other services (Services within HRS/Days of Operation)			\$1,034.57	\$1,069.25	\$1,105.50	\$1,143.38	
		Monthly Total:			\$1,304.68	\$1,351.34	\$1,400.10	\$1,451.06	
00042	7	Sheriff & District Attorney/Hall of Justice	211 W. Temple St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$180.25	\$188.36	\$196.84	\$205.70	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$16.89	\$16.89	\$16.89	\$16.89	
		All other services (Services within HRS/Days of Operation)			\$1,732.96	\$1,791.05	\$1,851.77	\$1,915.22	
		Monthly Total:			\$1,930.10	\$1,996.30	\$2,065.50	\$2,137.81	
00006	8	ISD/Power Plant	301 N. Broadway	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$77.25	\$80.73	\$84.36	\$88.16	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$4.45	\$4.45	\$4.45	\$4.45	
		All other services (Services within HRS/Days of Operation)			\$1,142.05	\$1,180.33	\$1,220.35	\$1,262.16	
		Monthly Total:			\$1,223.75	\$1,265.51	\$1,309.16	\$1,354.77	
00045	9	District Attorney/Hall of Records	320 W. Temple St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$429.17	\$448.48	\$468.66	\$489.75	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$9.86	\$9.86	\$9.86	\$9.86	
		All other services (Services within HRS/Days of Operation)			\$2,530.55	\$2,615.38	\$2,704.04	\$2,796.69	
		Monthly Total:			\$2,969.58	\$3,073.72	\$3,182.56	\$3,296.30	
00039	10	Board of Supervisors/Hall of Administration	500 W. Temple St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$231.75	\$242.18	\$253.08	\$264.47	
		Aerification (SOW 10.3)			\$38.92	\$39.92	\$40.96	\$42.05	
		Fertilization (SOW 10.4)			\$63.46	\$63.46	\$63.47	\$63.47	
		All other services (Services within HRS/Days of Operation)			\$14,359.68	\$14,841.03	\$15,344.16	\$15,869.92	
		Monthly Total:			\$14,693.81	\$15,186.59	\$15,701.67	\$16,239.91	
00039	11	Board of Supervisors/Hall of Administration	500 W. Temple St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$227.64	\$235.27	\$243.24	\$251.58	
		Monthly Total:			\$227.64	\$235.27	\$243.24	\$251.58	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 1**

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
00039/ P- 13141- 00039	12	Board of Supervisors/Hall of Administration	500 W. Temple St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$136.58	\$141.16	\$145.95	\$150.95	
		Monthly Total:			\$136.58	\$141.16	\$145.95	\$150.95	
10550	13	CEO/Fort Moore Pioneer Memorial	501 N. Hill St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$360.50	\$376.72	\$393.68	\$411.39	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$24.36	\$24.36	\$24.36	\$24.36	
		All other services (Services within HRS/Days of Operation)			\$6,250.03	\$6,459.54	\$6,678.53	\$6,907.36	
		Monthly Total:			\$6,634.89	\$6,860.62	\$7,096.57	\$7,343.11	
07190	14	ISD-PCS/Vacant Lot (Street Trees)	720 N. Spring St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$85.83	\$89.70	\$93.73	\$97.95	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$1.85	\$1.85	\$1.85	\$1.85	
		All other services (Services within HRS/Days of Operation)			\$473.49	\$489.36	\$505.95	\$523.28	
		Monthly Total:			\$561.17	\$580.91	\$601.53	\$623.08	
10767	15	DPSS/Auto Park Civic Center District Office	321 S. Hewitt St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$71.02	\$73.40	\$75.89	\$78.49	
		Monthly Total:			\$71.02	\$73.40	\$75.89	\$78.49	
10810	16	Military & Veteran Affairs/Bob Hope Patriotic Hall	1816 S. Figueroa St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$102.39	\$105.82	\$109.41	\$113.16	
		Monthly Total:			\$102.39	\$105.82	\$109.41	\$113.16	
11867	17	Economic Opportunity/Parking Lot	1633 Purdue St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$85.83	\$89.70	\$93.73	\$97.95	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$4.87	\$4.87	\$4.87	\$4.87	
		All other services (Services within HRS/Days of Operation)			\$166.48	\$172.06	\$177.89	\$183.99	
		Monthly Total:			\$257.18	\$266.63	\$276.49	\$286.81	
05228	18	Probation/Records Storage Parking	3965 S. Vermont Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$34.33	\$35.88	\$37.49	\$39.18	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$3.32	\$3.32	\$3.32	\$3.32	
		All other services (Services within HRS/Days of Operation)			\$170.46	\$176.17	\$182.14	\$188.38	
		Monthly Total:			\$208.11	\$215.37	\$222.95	\$230.88	
06517	19	Public Health/Hollywood-Wilshire Public Health Center	5205 Melrose Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$103.00	\$107.64	\$112.48	\$117.54	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$1.85	\$1.85	\$1.85	\$1.85	
		All other services (Services within HRS/Days of Operation)			\$94.70	\$97.87	\$101.19	\$104.66	
		Monthly Total:			\$199.55	\$207.36	\$215.52	\$224.05	
05300	20	Probation/Building and Safety	1320/1330 W. Imperial Hwy	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$463.50	\$484.36	\$506.15	\$528.93	
		Aerification (SOW 10.3)			\$4.79	\$4.91	\$5.04	\$5.18	
		Fertilization (SOW 10.4)			\$12.81	\$12.81	\$12.81	\$12.81	
		All other services (Services within HRS/Days of Operation)			\$657.25	\$679.28	\$702.31	\$726.37	
		Monthly Total:			\$1,138.35	\$1,181.36	\$1,226.31	\$1,273.29	
05249	21	DPSS/Metro North AP/Cal Works/District Office	2601 Wilshire Bl	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$17.17	\$17.94	\$18.75	\$19.59	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$1.50	\$1.50	\$1.50	\$1.50	
		All other services (Services within HRS/Days of Operation)			\$77.18	\$79.77	\$82.47	\$85.30	
		Monthly Total:			\$95.85	\$99.21	\$102.72	\$106.39	
05284	22	DPSS/South Central AP District Office	10728 S. Central Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$223.17	\$233.21	\$243.70	\$254.67	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$8.12	\$8.12	\$8.12	\$8.12	
		All other services (Services within HRS/Days of Operation)			\$416.67	\$430.64	\$445.24	\$460.49	
		Monthly Total:			\$647.96	\$671.97	\$697.06	\$723.28	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 1**

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
11868	23	Economic Opportunity/Vacant Lot	1655-1731 E. 117th St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$8.58	\$8.97	\$9.37	\$9.80	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,392.63	\$1,439.31	\$1,488.10	\$1,539.09	
		Monthly Total:			\$1,401.21	\$1,448.28	\$1,497.47	\$1,548.89	
10525	24	Aging & Disabilities/Willowbrook Senior Center	12915 S. Jarvis Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.42	\$313.94	\$328.06	\$342.83	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$3.88	\$3.88	\$3.88	\$3.88	
		All other services (Services within HRS/Days of Operation)			\$796.88	\$823.59	\$851.51	\$880.69	
		Monthly Total:			\$1,101.18	\$1,141.41	\$1,183.45	\$1,227.40	
06495	25	Public Health/Dr. Ruth Temple Center	3834 Western Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$85.83	\$89.70	\$93.73	\$97.95	
		Aerification (SOW 10.3)			\$4.39	\$4.50	\$4.62	\$4.74	
		Fertilization (SOW 10.4)			\$2.80	\$2.80	\$2.80	\$2.80	
		All other services (Services within HRS/Days of Operation)			\$143.89	\$148.72	\$153.76	\$159.03	
		Monthly Total:			\$236.91	\$245.72	\$254.91	\$264.52	
05193	26	DPSS/Compton AP District Office	211 E. Alondra Bl	Compton					
		Tree Trimming (SOW 10.2)	Periodic Services		\$317.58	\$331.87	\$346.81	\$362.42	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$6.50	\$6.51	\$6.51	\$6.51	
		All other services (Services within HRS/Days of Operation)			\$333.81	\$345.00	\$356.69	\$368.92	
		Monthly Total:			\$657.89	\$683.38	\$710.01	\$737.85	
10796	27	DPSS/Auto Park #61	228 E. Alondra Bl	Compton					
		Tree Trimming (SOW 10.2)	Periodic Services		\$42.92	\$44.85	\$46.87	\$48.98	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.68	\$0.68	\$0.68	\$0.68	
		All other services (Services within HRS/Days of Operation)			\$36.42	\$37.64	\$38.92	\$40.25	
		Monthly Total:			\$80.02	\$83.17	\$86.47	\$89.91	
07062	28	ISD/District 3 Facilities Operations Service Building	11236 Playa Ct	Culver City					
		Tree Trimming (SOW 10.2)	Periodic Services		\$111.58	\$116.60	\$121.85	\$127.34	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$1.38	\$1.38	\$1.38	\$1.38	
		All other services (Services within HRS/Days of Operation)			\$71.02	\$73.40	\$75.89	\$78.49	
		Monthly Total:			\$183.98	\$191.38	\$199.12	\$207.21	
04025	29	Superior Court/Culver City Courthouse	4130-50 Overland Ave	Culver City					
		Tree Trimming (SOW 10.2)	Periodic Services		\$34.33	\$35.88	\$37.49	\$39.18	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$3.23	\$3.23	\$3.23	\$3.23	
		All other services (Services within HRS/Days of Operation)			\$165.72	\$171.28	\$177.08	\$183.15	
		Monthly Total:			\$203.28	\$210.39	\$217.80	\$225.56	
08975	30	Animal Care & Control/Animal Control #3	216 W. Victoria St	Carson					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$11.88	\$12.19	\$12.50	\$12.84	
		Fertilization (SOW 10.4)			\$3.14	\$3.14	\$3.14	\$3.14	
		All other services (Services within HRS/Days of Operation)			\$321.97	\$332.76	\$344.05	\$355.83	
		Monthly Total:			\$336.99	\$348.09	\$359.69	\$371.81	
04162	31	Superior Court/Malibu Administrative Center and Court Way	23519-25 Civic Center Way	Malibu					
		Tree Trimming (SOW 10.2)	Periodic Services		\$549.33	\$574.05	\$599.89	\$626.88	
		Aerification (SOW 10.3)			\$30.66	\$31.45	\$32.27	\$33.13	
		Fertilization (SOW 10.4)			\$23.07	\$23.07	\$23.07	\$23.07	
		All other services (Services within HRS/Days of Operation)			\$1,183.72	\$1,223.40	\$1,264.87	\$1,308.21	
		Monthly Total:			\$1,786.78	\$1,851.97	\$1,920.10	\$1,991.29	
09297	32	DPW/Malibu Water Treatment Plant	3620 Vista Pacifica	Malibu					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$3,073.88	\$3,176.92	\$3,284.62	\$3,397.16	
		Monthly Total:			\$3,073.88	\$3,176.92	\$3,284.62	\$3,397.16	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 1**

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
09299	33	DPW/Reclamation Plant	3863 Malibu Country Dr	Malibu					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,155.31	\$1,194.04	\$1,234.52	\$1,276.81	
		Monthly Total:			\$1,155.31	\$1,194.04	\$1,234.52	\$1,276.81	
02400	34	Probation/Camp Kilpatrick	427 S. Encinal Canyon Rd	Malibu					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$51.74	\$53.07	\$54.45	\$55.90	
		Fertilization (SOW 10.4)			\$89.34	\$89.34	\$89.35	\$89.35	
		All other services (Services within HRS/Days of Operation)			\$4,584.68	\$4,738.36	\$4,899.00	\$5,066.86	
		Monthly Total:			\$4,725.76	\$4,880.77	\$5,042.80	\$5,212.11	
09298	35	DPW/Water Plant	6338 Paseo Canyon Dr	Malibu					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$2,261.11	\$2,336.91	\$2,416.13	\$2,498.92	
		Monthly Total:			\$2,261.11	\$2,336.91	\$2,416.13	\$2,498.92	
02450	36	Probation/Camp Miller	433 S. Encinal Canyon Rd	Malibu					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$5,061.08	\$5,230.73	\$5,408.06	\$5,593.36	
		Monthly Total:			\$5,061.08	\$5,230.73	\$5,408.06	\$5,593.36	
08713	37	Fire/Lifeguard Training Center	2600 The Strand	Manhattan Beach					
		Tree Trimming (SOW 10.2)	Periodic Services		\$68.67	\$71.76	\$74.99	\$78.36	
		Aerification (SOW 10.3)			\$9.10	\$9.33	\$9.58	\$9.83	
		Fertilization (SOW 10.4)			\$9.53	\$9.53	\$9.53	\$9.53	
		All other services (Services within HRS/Days of Operation)			\$488.88	\$505.26	\$522.39	\$540.29	
		Monthly Total:			\$576.18	\$595.88	\$616.49	\$638.01	
03748	38	Public Health/Curtis Tucker Public Health Center	123 W. Manchester Bl	Inglewood					
		Tree Trimming (SOW 10.2)	Periodic Services		\$68.67	\$71.76	\$74.99	\$78.36	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$7.48	\$7.48	\$7.48	\$7.48	
		All other services (Services within HRS/Days of Operation)			\$383.76	\$396.63	\$410.07	\$424.12	
		Monthly Total:			\$459.91	\$475.87	\$492.54	\$509.96	
06480	39	CEO/Torrance Public Health Center	2300 W. Carson St	Torrance					
		Tree Trimming (SOW 10.2)	Periodic Services		\$626.58	\$654.78	\$684.24	\$715.04	
		Aerification (SOW 10.3)			\$46.34	\$47.53	\$48.77	\$50.07	
		Fertilization (SOW 10.4)			\$23.05	\$23.05	\$23.05	\$23.05	
		All other services (Services within HRS/Days of Operation)			\$1,182.87	\$1,222.52	\$1,263.96	\$1,307.27	
		Monthly Total:			\$1,878.84	\$1,947.88	\$2,020.02	\$2,095.43	
04362	40	Public Works/Lomita Administrative Center	24320 Narbonne Ave	Lomita					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.42	\$313.94	\$328.06	\$342.83	
		Aerification (SOW 10.3)			\$6.03	\$6.19	\$6.35	\$6.52	
		Fertilization (SOW 10.4)			\$6.98	\$6.98	\$6.98	\$6.98	
		All other services (Services within HRS/Days of Operation)			\$358.38	\$370.40	\$382.95	\$396.07	
		Monthly Total:			\$671.81	\$697.51	\$724.34	\$752.40	
06505	41	Health Services/San Pedro Temp Emergency Shelter-Harbor Free Clinic	122 W. 8th St	San Pedro					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$1.11	\$1.11	\$1.11	\$1.11	
		All other services (Services within HRS/Days of Operation)			\$56.82	\$58.72	\$60.71	\$62.79	
		Monthly Total:			\$57.93	\$59.83	\$61.82	\$63.90	
10529	42	Aging & Disabilities/San Pedro Service Center	769 W. 3rd St	San Pedro					
		Tree Trimming (SOW 10.2)	Periodic Services		\$231.75	\$242.18	\$253.08	\$264.47	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$13.13	\$13.13	\$13.13	\$13.13	
		All other services (Services within HRS/Days of Operation)			\$673.82	\$696.41	\$720.02	\$744.69	
		Monthly Total:			\$918.70	\$951.72	\$986.23	\$1,022.29	
08920	43	Animal Care & Control/Agoura Animal Care Center	29525 W. Agoura Rd	Agoura Hills					
		Tree Trimming (SOW 10.2)	Periodic Services		\$1,467.75	\$1,533.80	\$1,602.82	\$1,674.95	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$50.16	\$50.16	\$50.17	\$50.17	
		All other services (Services within HRS/Days of Operation)			\$2,574.16	\$2,660.45	\$2,750.64	\$2,844.89	
		Monthly Total:			\$4,092.07	\$4,244.41	\$4,403.63	\$4,570.01	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 1**

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
10482	44	Mental Health/Harbor-UCLA Child and Family Wellness Center	21810 Normandie Ave	Torrance					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$6.47	\$6.63	\$6.81	\$6.99	
		Fertilization (SOW 10.4)			\$5.90	\$5.90	\$5.90	\$5.90	
		All other services (Services within HRS/Days of Operation)			\$302.56	\$312.70	\$323.30	\$334.38	
		Monthly Total:			\$314.93	\$325.23	\$336.01	\$347.27	
09020	45	CEO/Crenshaw Area Office	3606 W. Exposition Bl	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$182.29	\$188.40	\$194.79	\$201.46	
		Monthly Total:			\$182.29	\$188.40	\$194.79	\$201.46	
GRAND TOTAL:					\$64,731.97	\$66,966.03	\$69,300.99	\$71,741.05	

ADDITIONAL SERVICES*				
SERVICE	RATE (\$) Effective 10/01/24	RATE (\$) Effective 01/01/25	RATE (\$) Effective 01/01/26	RATE (\$) Effective 01/01/27 and Beyond
Facility Additions - Staffing				
Landscape Laborer (Hourly Rate)	\$ 45.00	\$ 46.80	\$ 48.67	\$ 50.62
Principal Landscaper (Hourly Rate)	\$ 63.00	\$ 65.52	\$ 68.14	\$ 70.87
Supervisor (Hourly Rate)	\$ 85.00	\$ 88.40	\$ 91.94	\$ 95.61

Notes*

These rates shall be fully burdened.

Effective January 1, 2025 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.

Exclusive document to be used as Contractor's pricing sheet, as indicated in Sample Contract, Paragraph 5.1.

**REQUIRED FORMS – EXHIBIT 11
LIVING WAGE PROGRAM
STAFFING PLAN**

Company Name: Mariposa Landscapes, Inc.

[illegible]

TOTAL

295.0	65	360
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Proposer must submit a staffing plan that is comprised of full time employees, unless the contractor can demonstrate to the County the necessity of part time staff. If a staffing plan contains part time employees, contractor must submit written justification for the use of part time staff.

Appendix B - Required Forms Exhibit 11 10/02/23

COUNTY'S ADMINISTRATION

CONTRACT NO. GCS-I10818-C

COUNTY'S PROJECT DIRECTOR:

Name: Christie Carr
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-mail Address: ccarr@isd.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: Anthony Davis
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: 323-607-1073
E-mail Address: ADavis@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Contract Monitors
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATIONMariposa Landscapes, Inc.

CONTRACTOR'S NAME

CONTRACT NO. GCS-I10818-C

CONTRACTOR'S PROJECT MANAGER:

Name: Craig Johnson
Title: Area Manager
Address: 1650 W. 130th St., Gardena, CA 90248

Telephone: (714) 686-3560
Facsimile: (626) 960-8477
E-mail Address: craig.johnson@mariposa-ca.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone: (626) 960-0196
Facsimile: (626) 960-8477
E-mail Address: estimating@mariposa-ca.com

Name: Antonio Valenzuela
Title: Secretary
Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone: (626) 960-0196
Facsimile: (626) 960-8477
E-mail Address: estimating@mariposa-ca.com

NOTICES TO CONTRACTOR:

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone: (626) 960-0196
Facsimile: (626) 960-8477
E-mail Address: estimating@mariposa-ca.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Mariposa Landscapes, Inc. Contract No GCS-I10818-C

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 must keep such information confidential.

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

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

SIGNATURE:  DATE: 7/11/2024

PRINTED NAME: Terry Noriega

POSITION: President

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

Terry Noriega President
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 ^{GCS-110818-C}(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

Terry Noriega, President

Owner or Company Representative Signature:



Date: 7/11/2024

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.

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On 7.12.2024 before me, Brandon James Williamson, Notary Public
(insert name and title of the officer)

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

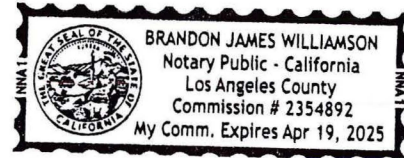
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 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 Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	CPI

Effective January 1, 2025, 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.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

CONTRACT GCS-I10819-C



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MARIPOSA LANDSCAPES, INC

FOR

LANDSCAPE SERVICES (REGION 3)

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Staffing Plan Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance

PROP A – LIVING WAGE PROGRAM EXHIBITS

- I** Living Wage Ordinance
- J** Living Wage Rate Annual Adjustments

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MARIPOSA LANDSCAPES, INC
FOR
LANDSCAPE SERVICES**

This Contract ("Contract") made and entered into this 10th day of September, 2024 ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as "County" and Mariposa Landscapes, Inc., hereinafter referred to as "Contractor". Mariposa Landscapes, Inc. is located at 6232 Santos Diaz St., Irwindale, CA 91702.

RECITALS

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Staffing Plan Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Living Wage Ordinance
Exhibit J	Living Wage Rate Annual Adjustments

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

2.0 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 agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.5 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **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.
- 2.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 **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:** The County of Los Angeles Internal Services Department which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department (Internal Services Department).
- 2.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.1.16 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.17 **Regions:** Grouping of facilities within areas of Los Angeles County.

- 2.1.18 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.19 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.20 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of six (6) years and six (6) months. Each such extension option may be exercised at the sole discretion of ISD or their designees as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4. The Contractor must notify 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 Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum under this agreement will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B, (Pricing Schedule).
- 5.1.2 The Director of ISD, or their designee, may request approval or delegated authority from the County's Board of Supervisors to supplement the initial total contract amount by up to 10%. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 Department 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). 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 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.
- 5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Custodial & Landscaping Division, Operations Services
Maribel Diaz
MDiaz@isd.lacounty.gov

5.5.5 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.

5.5.6 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)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any 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 Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's 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

- 7.3.1 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.
- 7.3.2 Contractor will assign a sufficient number of employees to perform the required work as defined in the SOW,
- 7.3.3 Contractor will immediately remove any contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that staff have obtained a County 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 County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.
- 7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of

a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

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 Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract 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 Director of ISD or their designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.

8.1.3 The Director of ISD or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (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 Director of ISD or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within seven (7) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within two (2) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Project Manager within one (1) 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 this Paragraph 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**

- 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.
- 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.
- 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.

- 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 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**

- 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.
- 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.
- 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 will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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.

- 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. The Board 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/safely-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 and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default

arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 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.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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.

- 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.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department, General Contracts
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services
Manager II
TMenendez@isd.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will 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 must 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 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- 8.25.5 **Pollution Abatement Liability Insurance:** Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, pollution liability is also required under the contractor's of Subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$1,000,000.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, 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 Director, 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 one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate

private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/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 Director, 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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:
- The Contractor must develop all publicity material in a professional manner; and
 - 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.
- 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 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 of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole

option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

8.39 Recycled Bond Paper

Consistent with the Board's 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:
 - A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - 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:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services Manager II
TMenendez@isd.lacounty.gov

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

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the 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 the 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:
- 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 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

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 appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Integrated Pest Management (IPM) Program Compliance

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

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

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

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- 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:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- 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.

9.0 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

- 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.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 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.
- 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.

- 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.

- **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.

- **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.

- **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

- 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.
- 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.
- 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)

- 9.2.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by

Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Local Small Business Enterprise (LSBE) Preference Program

- 9.3.1 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](#).
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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:

- 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;
- 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
- 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.

9.4 Social Enterprise (SE) Preference Program

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.4.2 Contractor must 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 SE.
- 9.4.3 Contractor must 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 SE.
- 9.4.4 If Contractor has obtained County certification as a SE 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, Contractor will:
 - 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;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 entity 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.5.2 Contractor must 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 DVBE.
- 9.5.3 Contractor must 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 DVBE.
- 9.5.4 If Contractor has obtained certification as a DVBE 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, Contractor will:
 - 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;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, 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.

9.6 Organic Waste Recycling

- 9.6.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.6.2 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.
- 9.6.3 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.
- 9.6.4 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.

9.7 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.

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	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.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 September 10, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *Crystal*

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Elizabeth Friedman*
Principal Deputy County Counsel



08/14/2024 12:45 PM PDT

CONTRACTOR

(Mariposa Landscapes, Inc.)

By *Terry Noriega*
Name

Terry Noriega, President
Title

COUNTY OF LOS ANGELES

By *[Signature]*
Chair, Board of Supervisors

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

By *Crystal*
Deputy

**CONTRACT FOR
LANDSCAPE SERVICES**

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EXHIBIT 1

STATEMENT OF WORK

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EXHIBIT 6 – INSPECTION REPORT

EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP

1.0 SCOPE OF WORK

Contractor must provide landscape services to County facilities identified in Exhibit B, Pricing Sheets, of the Contract by providing all labor, supervision, equipment, materials, safety gear, and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance, and other related services. Contractor must perform all necessary maintenance tasks as required herein.

The landscaped areas must be maintained at the frequencies identified in Section 10.0 Service Requirements – Ongoing Maintenance Tasks, of this SOW. In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director must resolve said conflict or inconsistency.

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

- 2.1 County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments. Any additional work as a result of Addition/Deletion of facilities must be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.
- 2.2 Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.
- 2.3 The landscaped areas must be maintained with a well-manicured, clean appearance, and all work must be performed in a professional, workmanlike manner using quality equipment and materials. Contractor must not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Project Manager for review. The plan 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, must be provided to the County upon request.

- 3.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

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

The verbal notification may be followed with a formal Contract Discrepancy Report (CDR), as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

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.

4.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification, as determined necessary to assure a sufficient evaluation of Contractor performance.

- Customer complaints or public complaints.
- Exhibit 6, Inspection Report.
- Exhibit 7, Irrigation Assessment Report.
- Exhibit 8, Landscape Service Slips.

4.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in this SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor must notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this contract.
- If the County Project Manager determines assessment for unacceptable performance or corrective actions made outside contract terms, an assessment letter will be sent to the Contractor.

5.0 DEFINITIONS

Pruning: is defined as trim (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.

Trimming: is defined as cutting down to the desired size or shape.

EPA WaterSense certified: Is a partnership program by the U.S. Environmental Protection Agency. The program seeks to help consumers make smart water choices that save money and maintain high environmental standards without compromising performance. Products and services that have earned the WaterSense label have been certified to be at least 20 percent more efficient without sacrificing performance.

Metropolitan Water Districts' SoCal WaterSmart: The SoCal WaterSmart program offers cash rebates on a wide variety of water-saving technologies.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

County does not anticipate assigning any County employee to Contractor on a full-time basis. County personnel will be made available to the Contractor at the

County Project Manager's discretion, to answer questions and provide a liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

6.2 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof must be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Personnel

A. Contractor must assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit 4, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor must designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper must be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor must provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person must visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by email and/or cell phone during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person must have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

1. Contractor must provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request at an additional cost.
 2. Arborist reports at a minimum, must document description and condition of the tree, note issues, damage or areas of concern, and provide information about the cause of issues including site conditions, pest or disease threats or mechanical injury.
 3. Contractor must respond immediately to calls for arborist requests and be at the site within two (2) business days of receiving notification by County.
- E. Contractor must notify County's Contract Monitor, District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor must ensure substitute employee obtains a County Identification (ID) badge prior to providing services.
- F. All services requiring licenses and/or certifications will be performed by properly trained, licensed, and certified personnel.
- G. Contractor must provide and require every employee to wear an appropriate uniform with the company identification at all times. County must approve uniforms prior to contract start date.
- H. Contractor must require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge must be displayed on employees at all times he/she is on County designated property.

6.4 Facility Work Requirements

- A. Contractor must maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.
- B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and must promptly comply with any request by the County Project Manager. Contractor must provide quotes within 48 hours of receipt of request. County reserves the right to seek bids from other contractors for various work on contracted and non-contracted sites.
- C. Contractor must perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection must be both visual and operational. It must include operation of all irrigation systems checking for

proper condition and reliability. Contractor must take immediate steps to correct any observed irregularities and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

- D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor must use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.
- E. Contractor must track all Exhibit 6, Inspection Report, that require corrective action and all CDRs to ensure timely response and compliance.
- F. Contractor must provide quote for additional work within 24 hours from the time of the request.

6.5 Training

- A. Contractor must provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees on a monthly basis. Course material summary along with employee training rosters are due to the County Project Manager five (5) working days prior to month end.
- B. Contractor personnel must be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor must provide proof of training and IIPP records upon County request.
- C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.
- D. Contractor must ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor must control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

6.6 County Required Meetings

- A. Contractor's Project Manager or Supervisor must meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

- B. Contractor's Project Manager or designee must be available to attend all daytime landscape services orientations with County Facility Managers within 24 hours of notification. This must include new facilities that are added to Contractor's services.

6.7 Contractor's Office

Contractor must maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office must be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor must ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. The Contractor must answer phone calls and emails within two (2) hours of receipt of the call and/or email. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

7.0 HOURS/DAY OF WORK

Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

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

8.0 FACILITY SITE MAPS

Exhibit 5, Facility Site Maps, identifies the boundaries for each facility. All services listed within this SOW must be applicable within the boundaries as identified in Exhibit 5, Facility Site Maps.

9.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor must perform during the contract term.

9.1 Mowing

- A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).
- B. Mowing operations must be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

- C. Mowing operations must be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- D. All equipment must be adjusted to the proper cutting heights and must be adequately sharpened. Mowing height must be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.
- E. Walkways must be cleaned immediately following each mowing. All grass clippings must be collected and removed from the site immediately.

9.2 Edging/Detailing/Weed Control

- A. Frequency: Edging - Every week.
- B. All turf areas must be kept neatly edged and all grass invasions eliminated.
- C. When designed edges exist in flowerbeds, these edges must be kept clean, sharp, well defined, and free of weeds and grass invasion.
- D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees must be edged to a neat and uniform line.
- E. The edge of turf must be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.
- F. Mechanical Edging
 - 1. Mechanical edging of turf ground cover and/or fence lines must be performed at each site every week after mowing.
 - 2. Mechanical edging must be completed as one operation in a manner that ensures a well-defined edge.
 - 3. Walkways must be cleaned immediately following each mechanical edging.

9.3 Weed Control

- A. Frequency: Each visit.
- B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

- C. Weeds treated with a contact weed chemical must be left in place for a minimum of seven (7) days. If kill is not complete, a second application must be applied.
- D. Weeds treated using a systematic chemical must be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application must be applied.
- E. After complete kill, all dead weeds must be removed from area.
 - 1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth must be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
 - 2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width must be considered normal.
 - 3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance must be considered normal.
- F. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds must be kept under strict control.
- G. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.
- H. Methods for removal of weeds, turf encroachment, and detailing must incorporate chemical and/or mechanical means of eradication.

9.4 Litter Control

- A. Frequency: Each visit.
- B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation, and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up must be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.
- C. All litter and debris occurring as a result of Contractor's operations must be removed from the landscaped area immediately following such operations.

- D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.
- E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.
- F. Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor must submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.

9.5 Raking

- A. Frequency: Each Visit.
- B. Accumulation of leaves must be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Debris from landscape area must be removed immediately.
- C. Use of handheld blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate “no blowers” or “no gas-powered blowers.”

9.6 Pruning Trees, Hedges, and Ground Cover

- A. Tree Pruning
 - 1. Frequency: As-Needed or at the direction of the County Project Manager.
 - 2. Tree pruning must be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs must be removed at the point of breaking.
 - 3. Trees should be pruned to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards.
 - 4. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
 - 5. All limbs 1-1/2” or greater in diameter must be undercut to prevent splitting.
 - 6. All limbs must be lowered to the ground using a method, which prevents damage to the remaining limbs.
 - 7. All cuts exceeding 1/2” must be treated with an appropriate tree heal compound.
 - 8. All equipment utilized must be clean, sharp, and expressively designed for tree pruning.
 - 9. Climbing spurs must not be used.
 - 10. The initial step of pruning must be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
 - 11. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline.

12. Limbs should extend alternately from the trunk on 12" or 24" spacing.
13. All trees must be thinned of smaller limbs to distribute the foliage evenly.
14. All trees must be trimmed and shaped to provide a symmetrical appearance typical of the species.
15. All suckers and sprouts must be cut flush with the trunk or limb.
16. No stubs will be permitted.
17. All Structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage must be reported to County's Project Manager or his designee.
18. Special emphases must be placed upon public safety during pruning operations, particularly when adjacent to roadways.
19. All trimming and debris must be removed and disposed off-site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances must hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter must be undercut to prevent splitting.
8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth must be removed as they develop.
3. All ground cover areas must be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees must be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees must be repaired or replaced within five (5) working days.
2. All repairs or replacements must be completed in accordance with the following maintenance practices:
 - a) Trees - Minor damage such as bark lost from impact of mowing equipment must be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree must be removed and replaced to comply with the specified instructions of the County Project Manager.
 - b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage must be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
 - c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching must be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.
 - d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement must be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement must be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

9.7 Watering

- A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention must be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, must be taken into consideration. All landscaped and turf areas must be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.
- B. The delivery of adequate moisture to the landscaped areas must include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.
- C. Adequate soil moisture will be determined by programming the irrigation system as follows:
 1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
 2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather

- to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe must be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- D. Watering must be regulated to avoid interference with any use of the facility's roadways, paving or walkways.
- E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers must be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
- F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting must be protected from over watering and run-off drowning.
- G. New turf (up through the sixth mowing) must be watered immediately after mowing.
- H. All ground cover areas must be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.
- I. Watering must comply with applicable water restriction regulations and directives.

9.8 Irrigation System Maintenance

- A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.
- B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of \$1,000. Repairs exceeding a cost of \$1,000 should be submitted to the County Project Manager for approval or handling. County is responsible for the back-flow device.
- C. If system is working, Contractor must, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens,

diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:
 - a) Adjust valves and sprinkler heads.
 - b) Replace all risers and swing joints to the lateral lines.
 - c) Replace button type turf and shrub heads.
 - d) Replace all missing covers to valve boxes.
 - e) Provide caps and plugs.
- D. Contractor must provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.
- E. In order to ensure the operability of the irrigation system, Contractor must sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor must:
 1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
 2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
 3. All system malfunctions, damage, and obstructions must be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.
- F. Contractor must repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage must be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.
- G. Contractor must respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.
- H. Contractor must 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 Project Manager or designee.
- I. Contractor must be responsible for correcting, before the expiration of the contract, all deficiency repairs, including irrigation systems, related to the services provided under this contract. At the conclusion of the contract, an inspection must be conducted to assess the conditions of the services provided by the Contractor. In the event that any such deficiencies remain unresolved, the County reserves the right to withhold the final payment until satisfactory

resolutions have been achieved, thereby ensuring the completion of all necessary repairs and improvements.

- J. The County of Los Angeles may require contractors to procure equipment and parts. Items that are EPA WaterSense certified or parts listed under Metropolitan Water Districts' SoCal WaterSmart listing for approved landscape equipment to help conserve water.

9.9 Disease/Insect Control

- A. All landscaped areas must be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.
- B. Contractor Project Manager or designee must be notified immediately of any disease, insects, or unusual conditions that might develop.
- C. A disease control program to prevent all common diseases from causing serious damage must be provided on an as-needed basis. Disease control must be achieved utilizing materials and rates recommended by a licensed Arborist.
- D. An insect control program to prevent all common insects from causing damage must be provided on an as-needed basis. Insect control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

9.10 Rodent Control

All areas must be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

10.0 SPECIALTY SERVICE REQUIREMENTS

10.1 Chemical Edging/Detailing

- A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.
- B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas must be trimmed to proper mowing heights. Chemicals must be applied in a manner to limit drift to six (6) inches. Precautionary measures must be employed since all areas will be open to the public during application.

- C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.
- D. All work involving chemicals must be provided as identified in Section 13.0 of SOW.

10.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) must be trimmed and thinned at each facility once within year one (1) of the Contract, once within year four (4) of the Contract, and once within the second option year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees must be maintained in accordance with Section 10.2, Paragraph A, subparagraph 1(f) below.
 - a) Contractor must submit to County Project Manager a schedule of tree trimming services to occur within the first year of the Contract, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the five (5) year term.
 - b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
 - c) All wounds one (1) inch in diameter or over must be painted with asphaltic base tree paint immediately after pruning.
 - d) Remove all new growth on trees up to the appropriate height clearances.
 - e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed must have a caliper of three (3) inches or less measured six (6) inches above the ground level.
 - f) Palm trees must be maintained and kept free of dead fronds and potential falling debris at all times.
 - g) No Topping of Trees (also known as stubbing, tipping, hat-racking, dehorning or round over)

B. Staking and Tying/Materials Used

1. Damaged trees must be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, must 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 size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire must be either new or used garden hose at least one half (1/2) inch in diameter (hose ties should allow minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

C. Tree Removal

1. Contractor is responsible for the cost and removal of irreparable damaged or fallen trees and/or branches that are deemed to be an act of God.
2. Contractor is required to perform stump grinding of all fallen trees.
3. Contractor must respond to these issues within 24 hours of notification from County.

10.3 Aerification

- A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.
- B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.
- D. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
- D. All cores must be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

10.4 Fertilization

- A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.
- B. All fertilization must be approved by County Project Manager or designee prior to its application.
- C. Application of fertilizer must be done in sections, determined by the areas covered by each irrigation system.
- D. All areas fertilized must be thoroughly soaked immediately after fertilization.

- E. All turf areas must 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 must be inorganic and granular in form with an approximate ratio of 4-1-2.
- F. Areas must be fertilized utilizing ratios and mixtures per manufacturer's recommendation.
- G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer must be organic and granular in form without trace elements.
- H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.
- I. Fertilizer should be organic and granular in form without trace elements.
- J. Areas must be fertilized utilizing ratios and mixtures recommended by the manufacturer.

10.5 Renovation/Vertical Mowing

- A. Frequency: As requested by County at an agreed to additional cost.
- B. Care must be taken to avoid unnecessary or excessive injury to the turf grass. Contractor must be responsible for turf damage.
- C. Sweep or rake the dislodged thatch from the turf areas and remove from site.
- D. Standard renovating or vertical mowing type equipment must be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.
- E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- F. Renovate to the soil line and remove all excessive thatch in turf areas.
- G. After thatch is removed and upon completion of turf renovation, all turf areas must be seeded, mulched, and watered.
- H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.
- I. Mulch must be spread evenly over the entire area to a uniform depth.

10.6 Cultivating

- A. Frequency: As needed.
- B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care must

be taken so as not to disturb plant materials or their roots in accomplishing this operation.

10.7 Turf Reseeding/Restoration of Bare Areas

- A. Frequency: As requested by County at an agreed additional cost.
- B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.
- D. Stolonize bare areas with Adlayd Turf (*paspalum vaginatum*) at the rate recommended by the County Project Manager.

11.0 PLANT MATERIALS

- 11.1 Plant materials must conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.
- 11.2 Nomenclature: Plant names used in the landscape plan of the area must conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.
- 11.3 Quality: Plants must be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and must have healthy normal root systems and comply with all State and local regulations governing these matters, and must be free from any noxious weeds.
- 11.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it must be understood that these plant materials must be normal stock for type listed. They must be sturdy enough to stand safely without staking.
- 11.5 Plant materials must be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.
- 11.6 All plant materials must be provided from a licensed nursery and must be subject to acceptance by the County Project Manager or designee.
- 11.7 Plant Materials Guarantee - All shrubs must be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

- 11.8 All new plant materials must have a six (6) month guarantee unless specifically stated in written form.

12.0 USE OF CHEMICALS

- 12.1 All work involving the use of chemicals must be in compliance with all federal, state, and local laws.
- 12.2 A listing of proposed chemicals, including commercial name, application rate and type of usage must be submitted to County Project Manager or designee for approval at the commencement of the contract. No work must begin until written approval of use is obtained from County Project Manager or designee. Chemicals must be approved by the United States Environmental Protection Agency and the California Department of Pesticide Regulation.
- 12.3 Chemicals must only be applied by those persons possessing a valid California Qualified Applicator's License. Application must be in strict accordance with all governing regulations.
- 12.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions must be made and retained in accordance with Sub-paragraph 8.38, Record Retention And Inspection/Audit Settlement, of the Sample Contract.
- 12.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.
- 12.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California must be adhered to.
- 12.7 Chemicals must be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 12.8 County reserves the right to approve usage of particular chemicals.
- 12.9 On March 19, 2019, the Los Angeles County Board of Supervisors adopted a motion to cease the use of glyphosate-based products. Contractors must adhere to this Board directive. In response to the Board of Supervisors motion, contractors must use non-glyphosate-based chemical or manual methods for weed control.

13.0 WASTE REMOVAL

- 13.1 Contractor must collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor must not use County trash bins for maintenance operations.

- 13.2 Contractor must be required to empty and reline trash receptacles as identified in Exhibit 4, Facility and Landscape Specification Sheets. Contractor is responsible for replacing trash liners in trash receptacles.
- 13.3 Contractor must not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

14.0 AS-NEEDED SERVICES

- 14.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.
- 14.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.
- 14.3 Prior to performing any as-needed services, the Contractor must prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. Contractor must provide quotes within 48 hours of receipt of as-needed service request. No as-needed services must commence without prior written authorization by County Project Manager. Contractor must be compensated at the labor rates identified in Exhibit B, Pricing Sheet(s).
- 14.4 All as-needed services must commence on the established specified date and Contractor must proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.
- 14.5 The County reserves the right to perform the services itself or assign the services to another Contractor.
- 14.6 All new plant materials will come with a six (6) month guarantee unless specifically stated in written form. All other materials will come with a one (1) year guarantee unless damaged or broken by an Act of God or vandalism.

15.0 EMERGENCY SERVICES REQUESTS

- 15.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor must contact the County's Project Manager immediately upon discovery and obtain approval by County's Project Manager prior to starting work. A written estimate must be sent within a reasonable timeframe after completion of the emergency services.

- 15.2 Contractor must bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.
- 15.3 Contractor must respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.
- 15.4 Contractor must not perform any emergency services without prior approval of Contract Manager.

16.0 MAINTENANCE REPORTS

- 16.1 Contractor must submit monthly, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report must include, at a minimum, the following information:
 - A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
 - B. Quantity and label description of **all** grass seed used.
 - C. Quantity and complete description of **all** soil amendments used.
 - D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.
- 16.2 Contractor must make themselves available within 72 hours of receiving a request to perform quarterly irrigation audits, Exhibit 7, Irrigation Assessment Report.
- 16.3 Contractor must submit Exhibit 8, Landscape Service Slip, for all routine and periodic services as stated in Sections 10.0 through 16.0 of the SOW. Exhibit 8, Landscape Service Slip, must note date of service(s), type of service(s), and include picture(s). Exhibit 8, Landscape Service Slip, is required once a week for facilities serviced daily. For all other services, Exhibit 8, Landscape Service Slip, is required after each service provided.
- 16.4 Exhibit 6, Inspection Report, will be sent to Contractor denoting discrepancies. Contractor must respond within the required due date provided in the Inspection Report. Contractor must then provide proof of correction of all discrepancies within respective contractual time obligation of noted discrepancy. Responses to deficiencies /discrepancies must include pictures of corrective actions.

17.0 MAINTENANCE SCHEDULES

- 17.1 Contractor must submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules must be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules must delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

- 17.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 17.3 Contractor must provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

18.0 GREEN INITIATIVES

- 18.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 18.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.
- 18.3 Contractor must comply with all waste and recycling requirements including but not limited to, Contract Paragraph 9.10, Organic Waste Recycling, and Contract Paragraph 9.11, Procurement of SB 1383.
- 18.4 Contractor must, to the extent possible, transition from the use of gas-powered lawn equipment to fully electric alternative lawn equipment pursuant to Assembly Bill 1346, which implemented regulations on gas-powered lawn tools and similar devices.

NOTE: To help the transition away from gas-powered leaf blowers to fully electric alternatives, there are grants, rebates, and buyback opportunities available for those who utilize this equipment, including landscapers. Assembly Bill 1346 includes \$30 million in funding that will be made available to sole proprietors and other small landscaping businesses to help with the transition to zero-emissions, including leaf blowers. Additionally, the South Coast Air Quality Management District and Antelope Valley Air Quality Management District have programs that can help replace gas-powered residential lawn mowers and commercial lawn and garden equipment, including leaf blowers, for Contractors.

19.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit 2, Performance Requirements Summary (PRS) chart, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the

Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

APPENDIX A

STATEMENT OF WORK

EXHIBITS

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EXHIBITS

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EXHIBIT 4 – FACILITY AND LANDSCAPE SPECIFICATION SHEETS

EXHIBIT 5 – FACILITY SITE MAPS

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EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP



CUSTODIAL SERVICES DIVISION

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Facility Name:		Address:		Date of Inspection:	
Contractor:		Contract No.		Contract Monitor:	
				CSD Dist # North	
Contact Person:		Telephone: () -		District Manager Signature:	
Report Transmitted to Fax #: () -				Fax: () -	

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response	County Use Only	
			Date Correction Due	Date Completed
1				
2				
3				
4				

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	Monthly Invoices are received and approved by the County by the 15 th calendar day of the month following the month of services	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 7. 3 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.2 & 7.5.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	\$200 per badge
Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	\$100 per occurrence
Contract: Paragraph 8.38 Record Retention & Inspection- Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract.
SOW: Section 4.1 Monthly Meetings	Contractor is required to attend a scheduled monthly meeting.	Inspection and Observation	\$200 per occurrence
SOW Section 4.2 Contractor Discrepancy Report	Contractor is required to respond in writing within 24 hours.	Receipt of document	\$200 per occurrence; possible termination for default of contract.
SOW Section 4.6 As-Needed and On-Going Services Quotes	Provide quotes upon request for as- needed and on-going services within 48 hours of receipt.	Receipt of document	<u>\$100 per occurrence</u>
SOW Section 6.3 Contractor Personnel	Provide Principal Landscaper/Arborist must read, speak and understand English.	Inspection & Observation	\$200 per occurrence
SOW Section 6.3.C Contractor Supervisor	Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager.	Inspection and Observation	\$100 per occurrence
SOW Section 6.3.G Uniforms	Contractor to ensure all employees wear approved uniforms and County issued ID badges.	Inspection and Observation	\$100 per occurrence
SOW Section 6.5 Training	Provide Training Programs for new and continuing employees.	Receipt of document	\$100 per occurrence
SOW Section 6.6 County required meetings	Contractor attendance at all monthly or as required County meetings.	Observation of Attendance	\$100 per occurrence
SOW Section 6.7 Contractor Office.	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones	Inspection and Observation	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	or pager to respond to County calls within 2 hours.		
SOW Section 7.0 Hours/Day of Work	Contractor shall provide all landscape services in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheet.	Inspection and Observation	\$200 per occurrence
SOW Section 9.1 Mowing	100 % Completion of Required Services	Inspection and Observation	\$100 per occurrence
SOW Section 9.2 Edging/Detailing/ Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.3 Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.4 Litter Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.5 Raking	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.6 Pruning Trees, Hedges & Ground Cover	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.7 Watering	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.8 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.9 Disease/Insect Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.10 Rodent Control	All areas shall be maintained free of rodents, gophers, and ground squirrels	Inspection & Observation	\$200 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 10.1 Chemical Edging/Detailing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.2 Trimming and Crowning of Trees	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.3 Aerification	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.4 Fertilization	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.5 Renovation/Vertical Mowing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.6 Cultivating	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.7 Turf Reseeding/Restoration of Bare Areas	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 11.0 Plant Materials	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 13.0 Waste Removal	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 14.0 As-Needed Services	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 15.0 Emergency Services Requests	100% Contractor response within 2 hours of notification by County.	Observation of Response	\$100 per occurrence
SOW Section 16.0 Maintenance Reports	100 % Completion of Required Services	Acceptance and Inspection of Reports	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 16.3 Service Slip	100% Completion of Required Services	Receipt of document	\$100.00 per occurrence

LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20____, and that:

	Yes	No	Initial
1. Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work.	<input type="checkbox"/>	<input type="checkbox"/>	
2. All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Irrigation systems have been checked for operability and that the following are functioning properly:			
a) Irrigation lines	<input type="checkbox"/>	<input type="checkbox"/>	
b) Valves	<input type="checkbox"/>	<input type="checkbox"/>	
c) Sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
d) Controllers	<input type="checkbox"/>	<input type="checkbox"/>	
4. Had spraying and/or use of chemicals occurred? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Have copies of the Pesticide Use Report have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
c) Have copies of restricted use permits have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Have specialty type maintenance services been requested? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has County Contract Monitor been notified in writing?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has the work schedule provided changed? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has the Contract Monitor been notified?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Comments			

Company Authorized Representative	Date
-----------------------------------	------

EXHIBIT 4 –
FACILITY AND LANDSCAPE
SPECIFICATION SHEETS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 11865

Region 3 Facility No. 1	
Department/Facility	Economic Opportunity/Huntington Park Parking Lot
Address	2615 Walnut St., Huntington Park 90255
Days/Hours of Operation	Weekly Service (Every Saturday) All work during daylight hours

Description	Required Maintenance
Number of Trees	3
Number of Palm Trees	16
Number of Planters	8
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
2 Lots Irrigation excluded 2629-2655-2661 and 2665 Walnut St. Huntington Park, 90255

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03969

Region 3 Facility No. 2	
Department/Facility	Public Health/Whittier Public Health Center
Address	7643 S. Painter Ave, Whittier 90602
Days/Hours of Operation	Weekly (Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	22
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (2) times per year, or as requested by the County Project Manager
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by the County Project Manager
10.5 Renovation/Vertical Mowing	As requested by the County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by the County at an agreed to additional cost

Describe Special Operational Requirements
Blow out of building's main entrance, ramp, front and rear parking lots. Rear parking lot cut off point will be the second driveway entrance on Walnut Street. All planters located within this area are included in service. All trees are excluded. Aerial map attached.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09019

Region 3 Facility No. 3	
Department/Facility	Probation/ Rio Hondo Area Office
Address	8240 S. Broadway, Whittier 90606
Days/Hours of Operation	Bi-weekly (Saturday). All work to be performed during daylight hours.

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	2
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Every other week
9.2 Edging/Detailing	Every other week
9.3 Weed Control	Every other week
9.4 Litter Control	Every other week
9.5 Raking	Every other week
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Excludes tree trimming and pruning. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10421

Region 3 Facility No. 4	
Department/Facility	Registrar-Recorder-Co Clerk/Harry Hufford Registrar-Recorder-Co Clerk Building
Address	12400 E. Imperial Hwy., Norwalk 90650
Days/Hours of Operation	Weekly (Saturday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	191
Number of Palm Trees	0
Number of Planters	200
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04154

Region 3 Facility No. 5	
Department/Facility	DPSS/Parking Lot
Address	12819 Norwalk Blvd., Norwalk 90650
Days/Hours of Operation	Weekly (Friday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	18
Number of Palm Trees	2
Number of Planters	2
Shrubs	Yes
Hedges	No
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03638

Region 3 Facility No. 6	
Department/Facility	DHS/Bellflower Health Center
Address	10005 E. Flower St., Bellflower 90706
Days/Hours of Operation	Weekly(Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	30
Number of Palm Trees	0
Number of Planters	1
Shrubs	Yes
Hedges	No
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

FOS District #: _____

Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03633

Region 3 Facility No. 7	
Department/Facility	CEO/Auto Park #93
Address	9951 E. Flower St., Bellflower 90706
Days/Hours of Operation	Weekly (Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	30
Number of Palm Trees	0
Number of Planters	1
Shrubs	Yes
Hedges	No
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04227

Region 3 Facility No. 8	
Department/Facility	Animal Care & Control/Headquarters
Address	5898 Cherry Ave., Long Beach 90805
Days/Hours of Operation	Weekly (Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	18
Number of Palm Trees	0
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District:SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09413

Region 3 Facility No. 9	
Department/Facility	Sheriff/Aero Bureau North Storage Hangar
Address	3235 Lakewood Blvd. Long Beach 90808
Days/Hours of Operation	Twice per month (1 st & 3 rd Thursday) All work during daylight hours

Description	Required Maintenance
Number of Trees	3
Number of Palm Trees	4
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Twice per month
9.2 Edging/Detailing	Twice per month
9.3 Weed Control	Twice per month
9.4 Litter Control	Twice per month
9.5 Raking	Twice per month
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10330

Region 3 Facility No. 10	
Department/Facility	Mental Health/Arcadia Mental Health Services
Address	330 E. Live Oak Ave., Arcadia 91006
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	19
Number of Palm Trees	1
Number of Planters	10
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial Map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05615

Region 3 Facility No. 11	
Department/Facility	Public Works/San Gabriel Valley District Office
Address	125 S. Baldwin Ave., Arcadia 91006
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	24
Number of Palm Trees	1
Number of Planters	2
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #07320

Region 3 Facility No. 12	
Department/Facility	ISD/Monrovia Crafts Shop Building
Address	1703 S. Mountain Ave., Monrovia 91016
Days/Hours of Operation	Monthly (3 rd Wednesday of month): All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	N/A
Shrubs	N/A
Hedges	N/A
Grass	N/A
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Monthly
9.4 Litter Control	Monthly
9.5 Raking	Monthly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	N/A
9.7 Watering	N/A
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	N/A
9.10 Rodent Control	N/A
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Employee's front parking lot and complete yard are to be maintained free of weeds. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04129

Region 3 Facility No. 13	
Department/Facility	Public Health/Monrovia Public Health Center
Address	330 W. Maple Ave., Monrovia 91016
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	14
Number of Palm Trees	1
Number of Planters	10
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 08980

Region 3 Facility No. 14	
Department/Facility	Animal Care & Control/Animal Control #4
Address	4275 N. Elton Ave., Baldwin Park 91706
Days/Hours of Operation	Weekly (Tuesday): All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	3
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Applicable to only shrubs and hedges
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	NA
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Only the shrubs in the front of the building and dog runs are included. Blowing will only be performed in the front parking lot. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06510

Region 3 Facility No. 15	
Department/Facility	Public Health/ Environmental Health Headquarters
Address	5050 Commerce Dr., Baldwin Park 91706
Days/Hours of Operation	Weekly (Wednesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	113
Number of Palm Trees	8
Number of Planters	9
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #02000

Region 3 Facility No. 16	
Department/Facility	Probation/Camp Joseph Paige
Address	6601 N. Stephens Ranch Rd., La Verne 91750
Days/Hours of Operation	Monday through Friday service during regular working hours.

Description	Required Maintenance
Number of Trees	50
Number of Palm Trees	4
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each service day
9.2 Edging/Detailing	Each service day
9.3 Weed Control	Each service day
9.4 Litter Control	Each service day
9.5 Raking	Each service day
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached. Service is provided here daily from Monday to Friday. Full SOW. April 2023

FOS District SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #02200

Region 3 Facility No. 17	
Department/Facility	Probation/Camp Afflerbaugh
Address	6631 N. Stephens Ranch Rd., La Verne 91750
Days/Hours of Operation	Monday through Friday service during regular working hours.

Description	Required Maintenance
Number of Trees	54
Number of Palm Trees	2
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each service day
9.2 Edging/Detailing	Each service day
9.3 Weed Control	Each service day
9.4 Litter Control	Each service day
9.5 Raking	Each service day
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached. Service is provided here daily from Monday to Friday. Full SOW. April 2023

FOS District SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05963

Region 3 Facility No. 18	
Department/Facility	Fire/ Fire & Emergency Medical Service Operations
Address	1061 Grand Ave., Diamond Bar 91765
Days/Hours of Operation	Weekly (Friday). All work to be performed during daylight hours.

Description	Required Maintenance
Number of Trees	27
Number of Palm Trees	0
Number of Planters	4
Shrubs	No
Hedges	No
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10546

Region 3 Facility No. 19	
Department/Facility	Aging & Disabilities/Potrero Heights Park
Address	8051 Arroyo Dr., Montebello 90640
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	17
Number of Palm Trees	N/A
Number of Planters	8
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.
10.3 Aerification	Aerate all turf areas two (2) times per year, or as requested by the County Project Manager
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by the County Project Manager
10.5 Renovation/Vertical Mowing	As requested by the County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by the County at an agreed to additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #00340

Region 3 Facility No. 20	
Department/Facility	Camp Glenn Rockey
Address	1900 N. Sycamore Canyon Rd., San Dimas 91773
Days/Hours of Operation	Monday through Friday service during regular working hours.

Description	Required Maintenance
Number of Trees	24
Number of Palm Trees	0
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each service day
9.2 Edging/Detailing	Each service day
9.3 Weed Control	Each service day
9.4 Litter Control	Each service day
9.5 Raking	Each service day
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached. Service is provided here daily from Monday to Friday. Full SOW. April 2023

FOS District SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03927

Region 3 Facility No. 21	
Department/Facility	Superior Court/West Covina Courthouse
Address	1427 West Covina Pkwy., West Covina 91790
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	34
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #00700

Region 3 Facility No. 22	
Department/Facility	Probation/Los Padrinos Juvenile Hall
Address	7285 E. Quill Dr., Downey 90242
Days/Hours of Operation	Monday through Friday service during regular working hours.

Description	Required Maintenance
Number of Trees	80
Number of Palm Trees	4
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each service day
9.2 Edging/Detailing	Each service day
9.3 Weed Control	Each service day
9.4 Litter Control	Each service day
9.5 Raking	Each service day
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached. Service is provided here daily from Monday to Friday. Full SOW.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #00570

Region 3 Facility No. 23	
Department/Facility	Probation/Dorothy F. Kirby Center
Address	1500 S. McDonnell Ave., Commerce 90022
Days/Hours of Operation	Monday through Friday service during regular working hours.

Description	Required Maintenance
Number of Trees	22
Number of Palm Trees	12
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each service day
9.2 Edging/Detailing	Each service day
9.3 Weed Control	Each service day
9.4 Litter Control	Each service day
9.5 Raking	Each service day
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached. Service is provided here daily from Monday to Friday. Full SOW.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10829

Region 3 Facility No. 24	
Department/Facility	CEO/Parking Lot (Monrovia Courthouse)
Address	301 W Maple Ave., Monrovia 91016
Days/Hours of Operation	Weekly (Tuesday)

Description	Required Maintenance
Number of Trees	3
Number of Palm Trees	0
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	N/A
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	Maintain the vegetation by trimming, cutting.
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Once a week services to clear the parking lot of all debris Maintain the vegetation by trimming, cutting and weeding.

FOS District #: SOUTH
Contract Monitor: MICHELLE WILLIAMS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10150

Region 3 Facility No. 25	
Department/Facility	Mental Health/East San Gabriel Valley Mental Health Center
Address	1517 W. Garvey Ave N., West Covina 91760
Days/Hours of Operation	Bi-Monthly . The 1 st Thursday after the 15th

Description	Required Maintenance
Number of Trees	2
Number of Palm Trees	0
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	Bi-Monthly
9.2 Edging/Detailing	Bi-Monthly
9.3 Weed Control	Bi-Monthly
9.4 Litter Control	Bi-Monthly
9.5 Raking	Bi-Monthly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
<ol style="list-style-type: none"> 1. No irrigation system maintenance. 2. No tree work required. 3. Trim the shrubs, cut the overgrown vegetation and weeds. 4. This does not include any extraordinary situation such as illegal dumping removal. 5. All landscape debris to be removed from site.

FOS District #: SOUTH
Contract Monitor: MICHELLE WILLIAMS

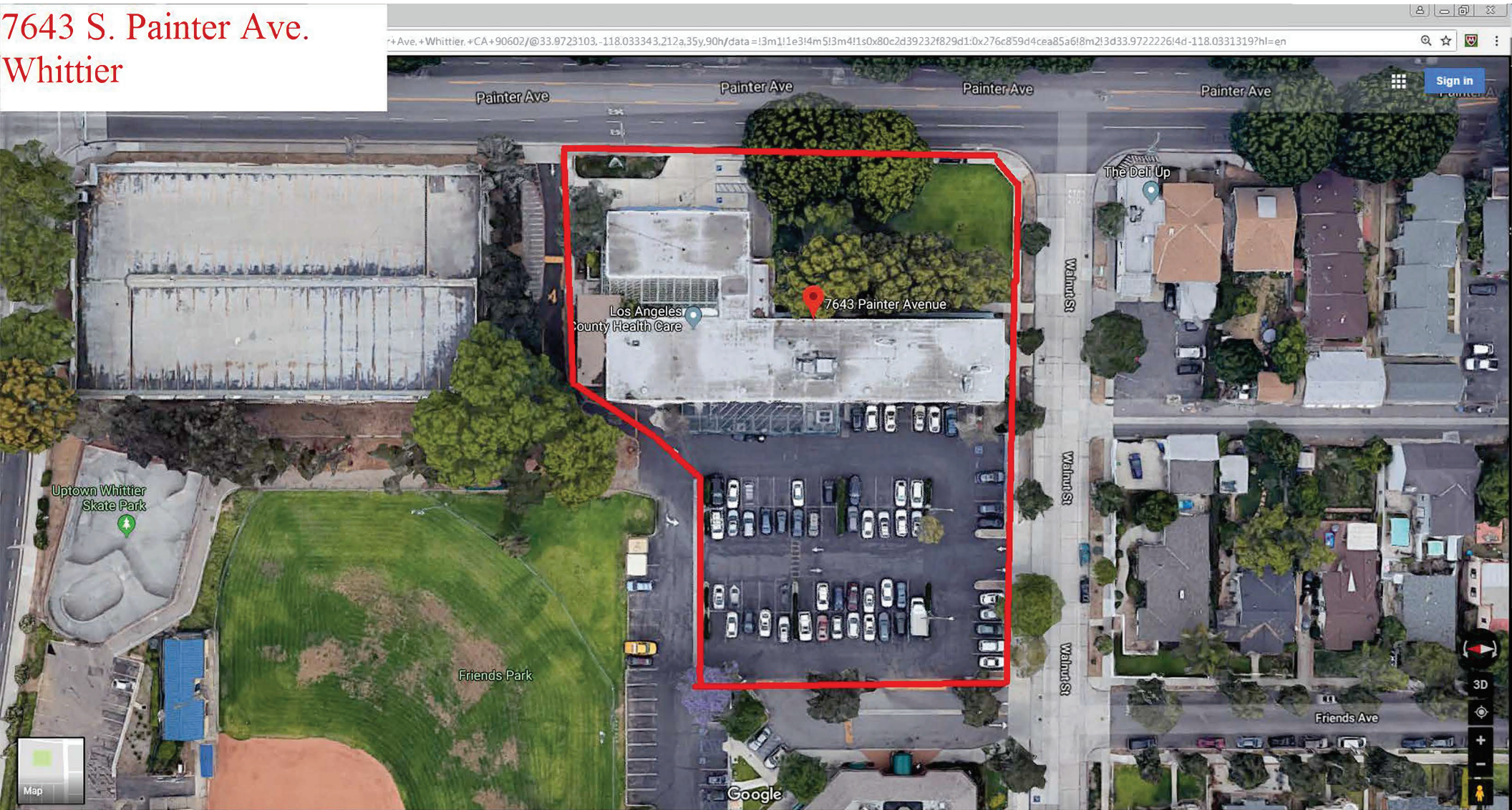
EXHIBIT 5 – FACILITY SITE MAPS

2615, 2629, 2655, 2661, 2665 Walnut St. Walnut Park, CA 90255



Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately show and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries.
May, 2023

7643 S. Painter Ave.
Whittier



Disclaimer:
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. May, 2023

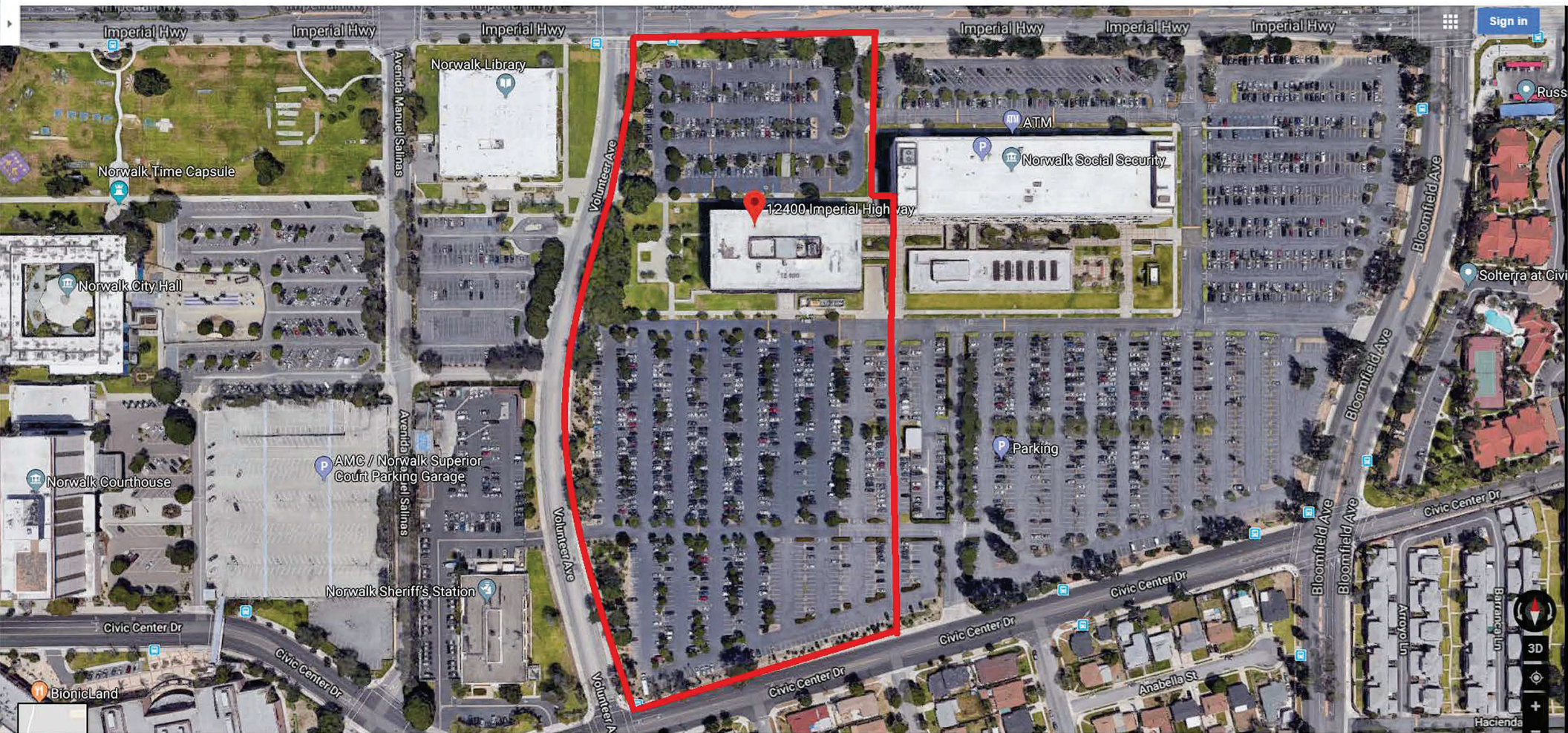
8240 Broadway Ave, Whittier



Disclaimer:

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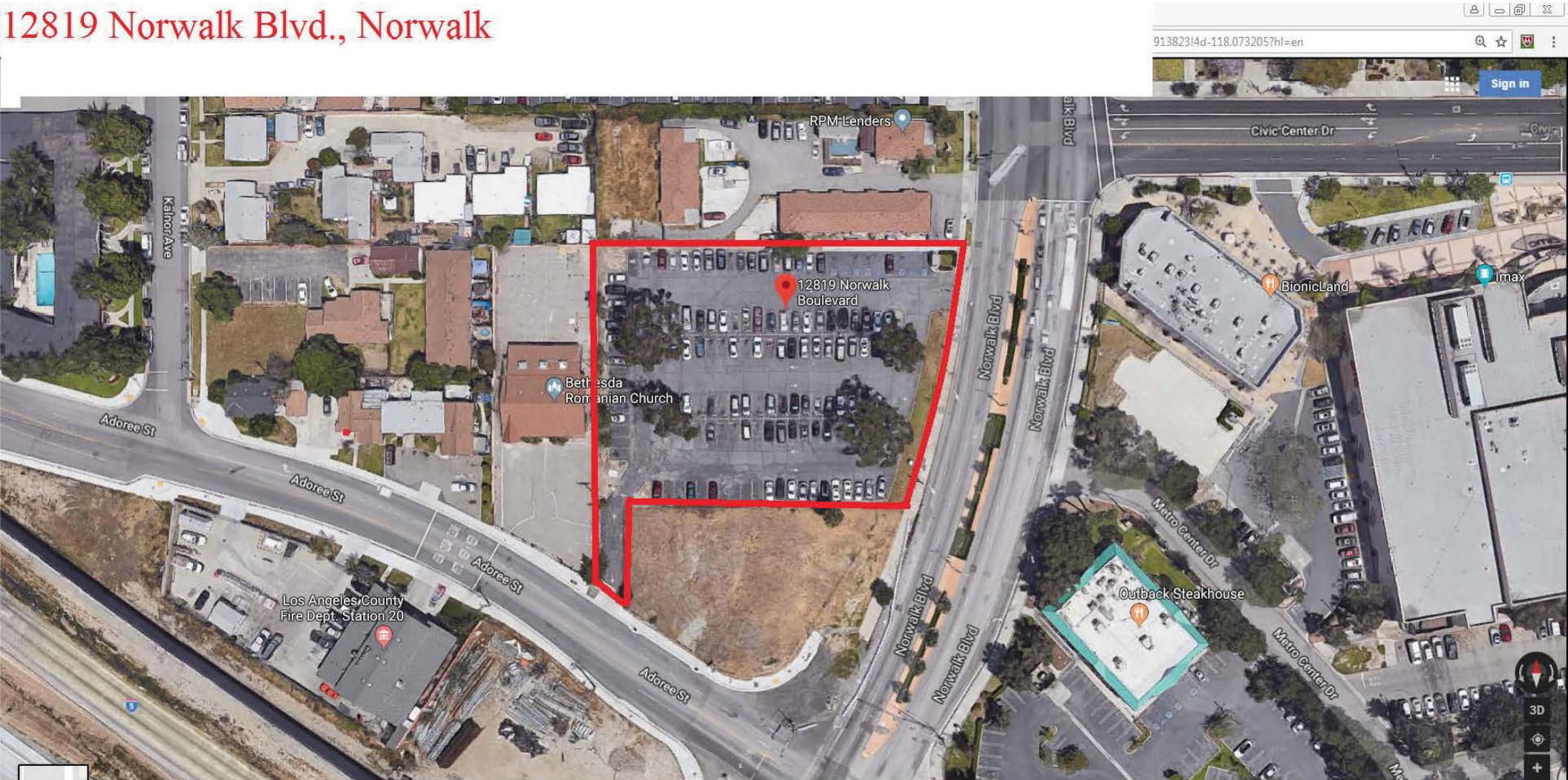
12400 Imperial Hwy., Norwalk



Disclaimer:

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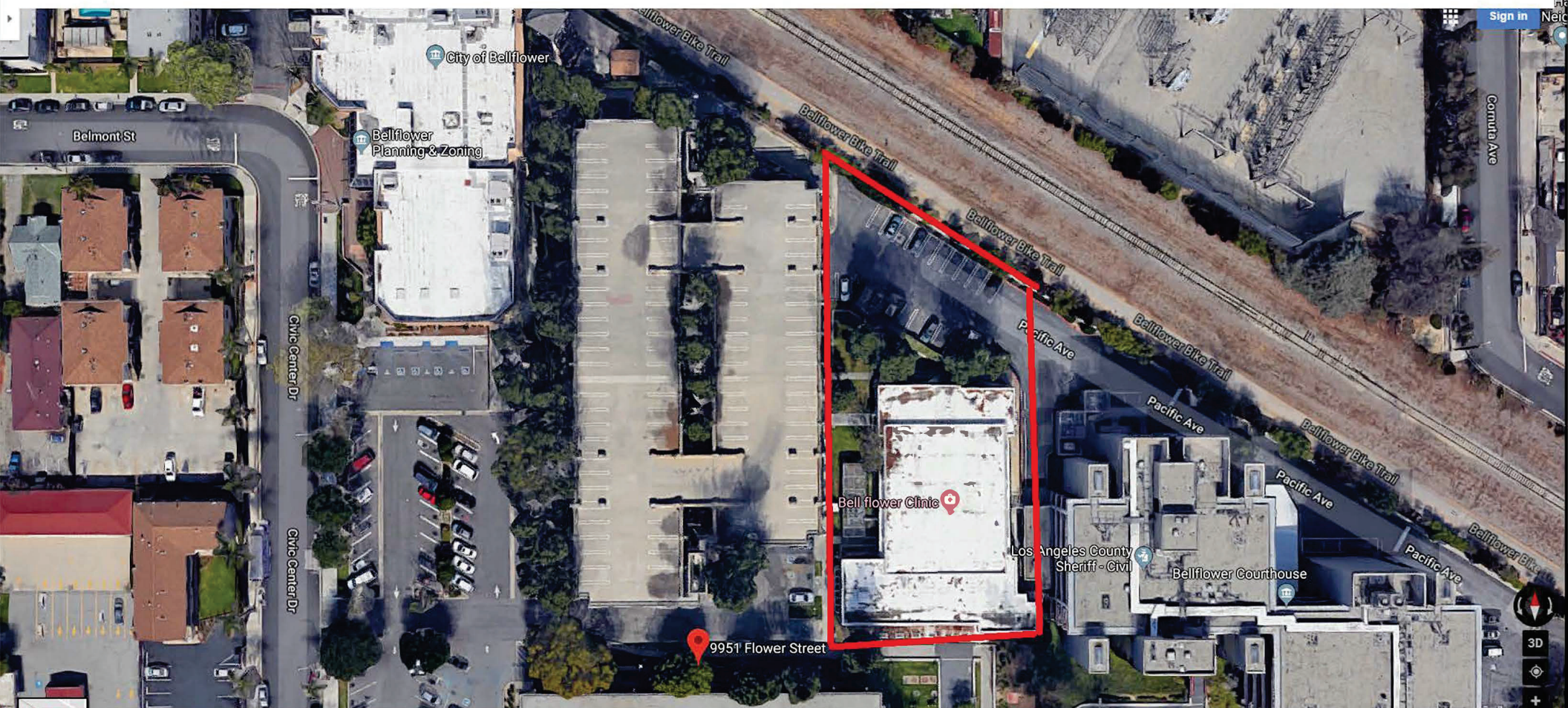
12819 Norwalk Blvd., Norwalk



Disclaimer:

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10005 E. Flower St., Bellflower



Disclaimer:

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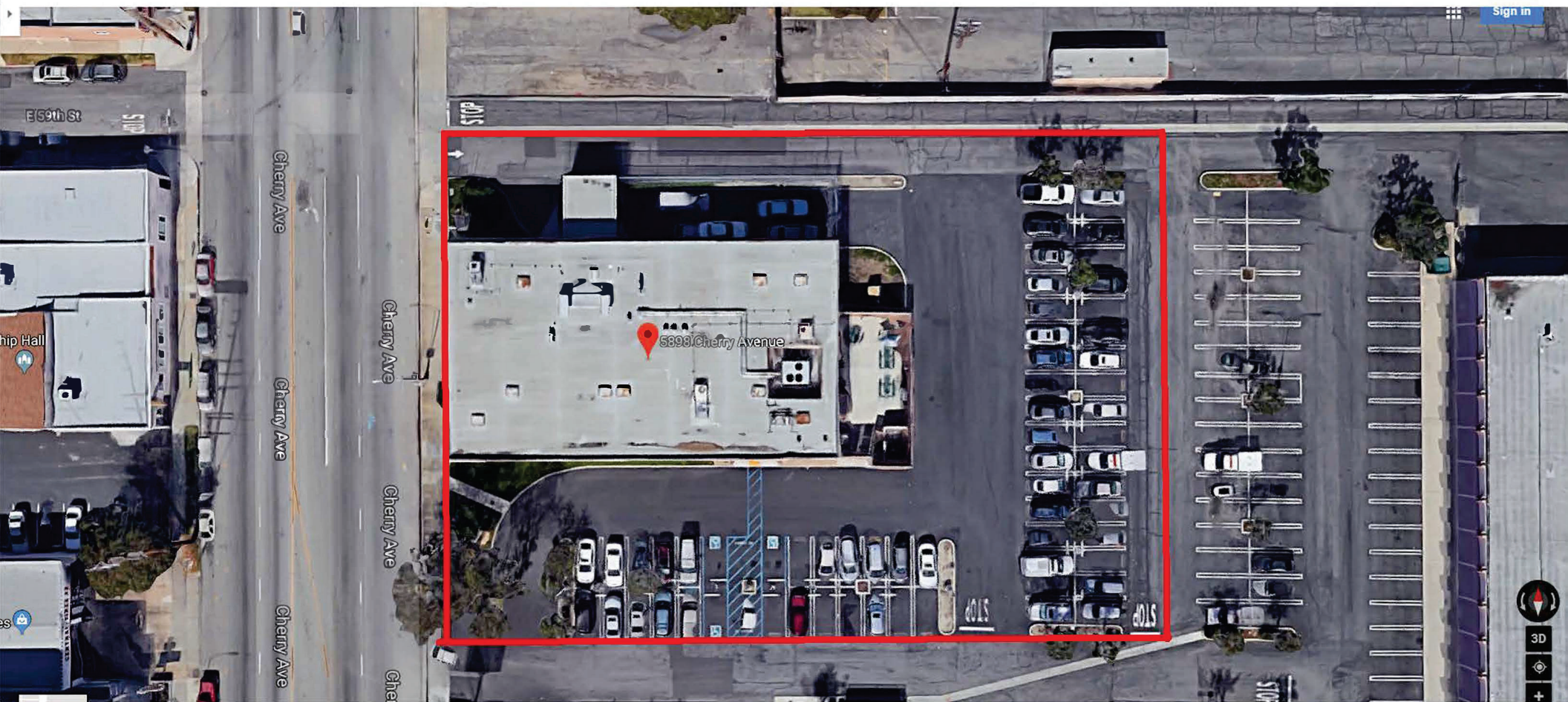
9951 E. Flower St., Bellflower



Disclaimer:

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5898 Cherry Ave., Long Beach



Disclaimer:

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Flight Safety International

LA County Sheriff's
Department

LGB South
Heliport

3235 Lakewood Bl., Long Beach

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May, 2023

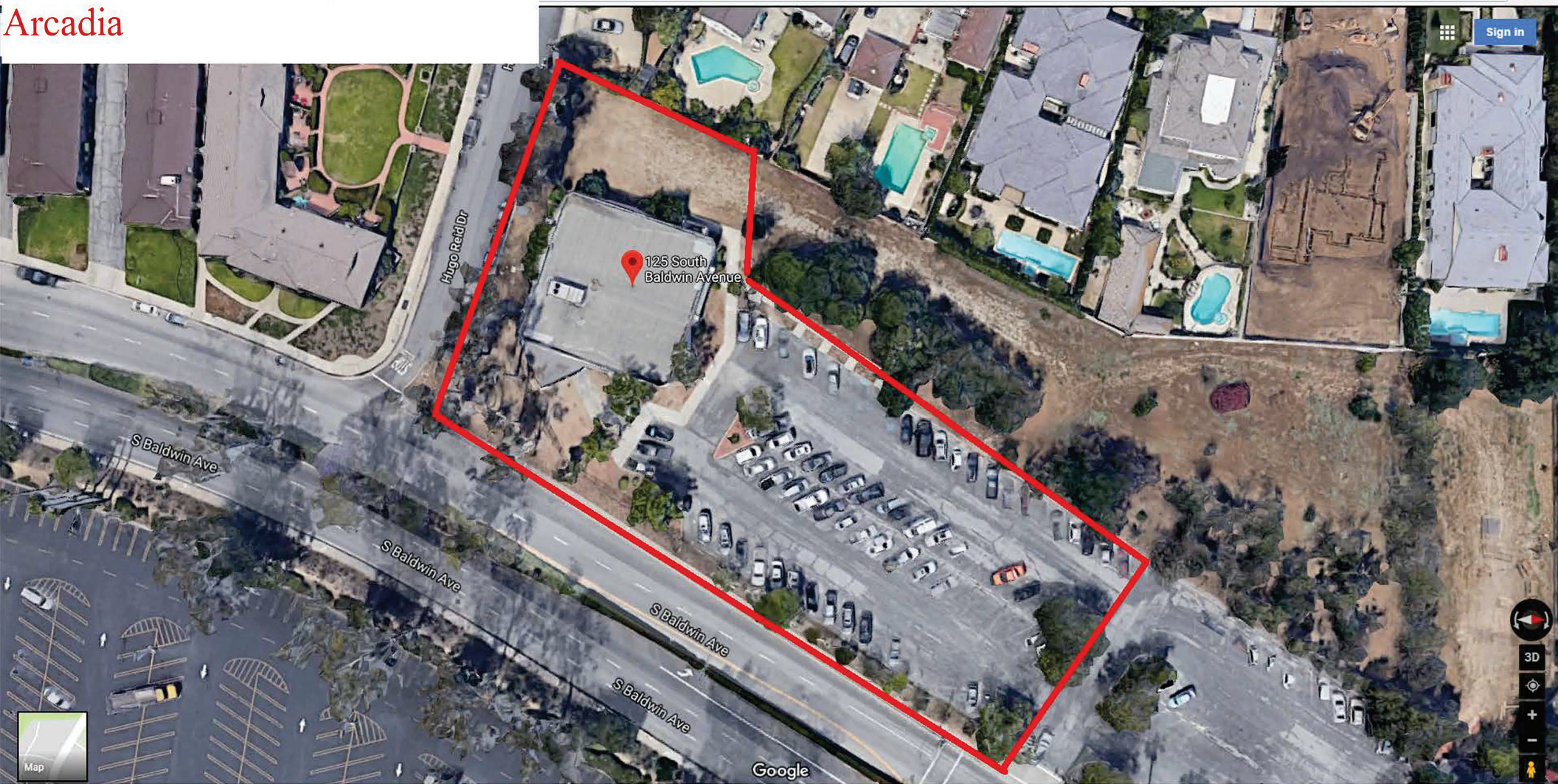
330 E. Live Oak Ave., Arcadia



Disclaimer:

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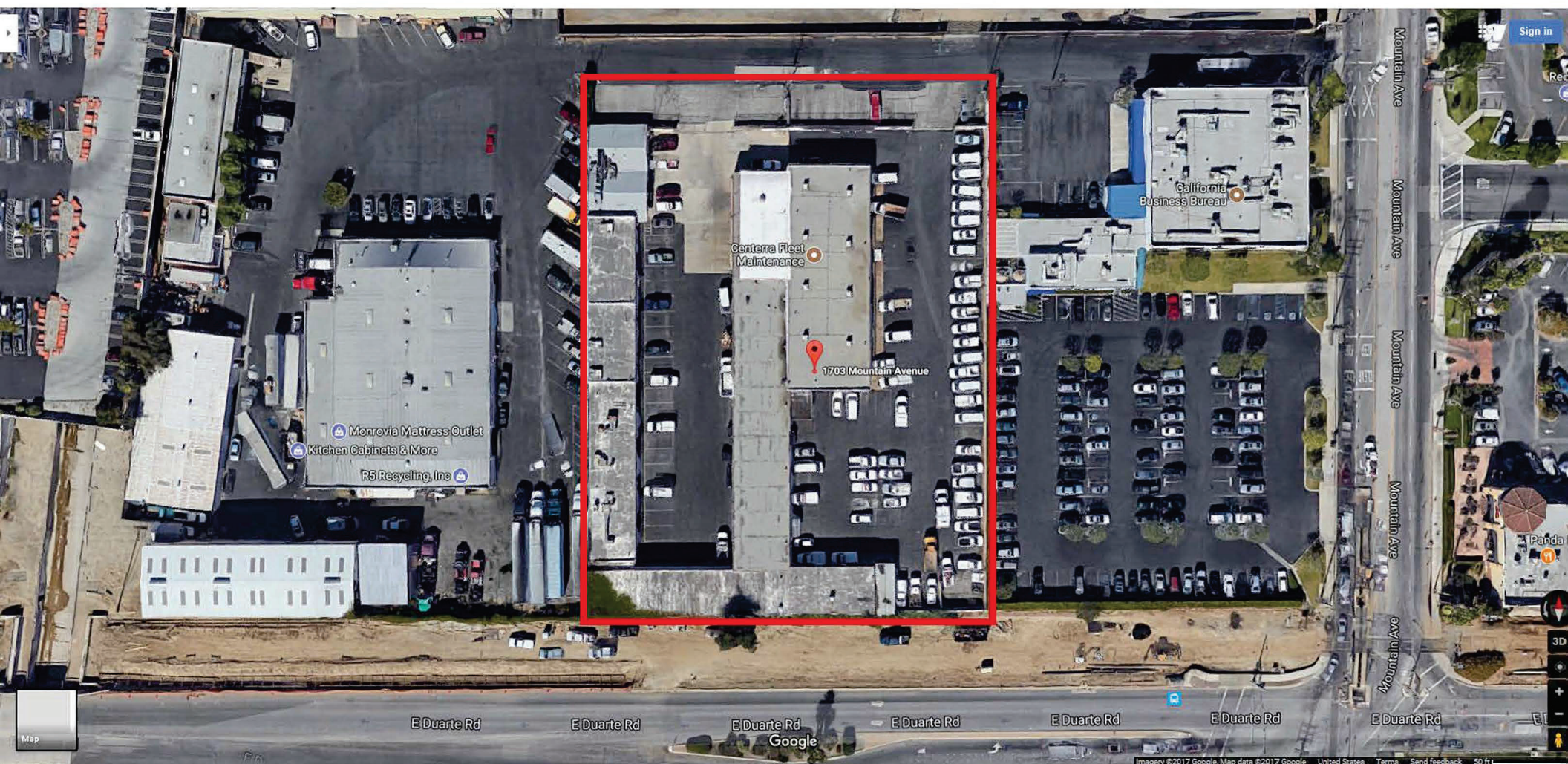
125 S. Baldwin Ave.,
Arcadia



Disclaimer:

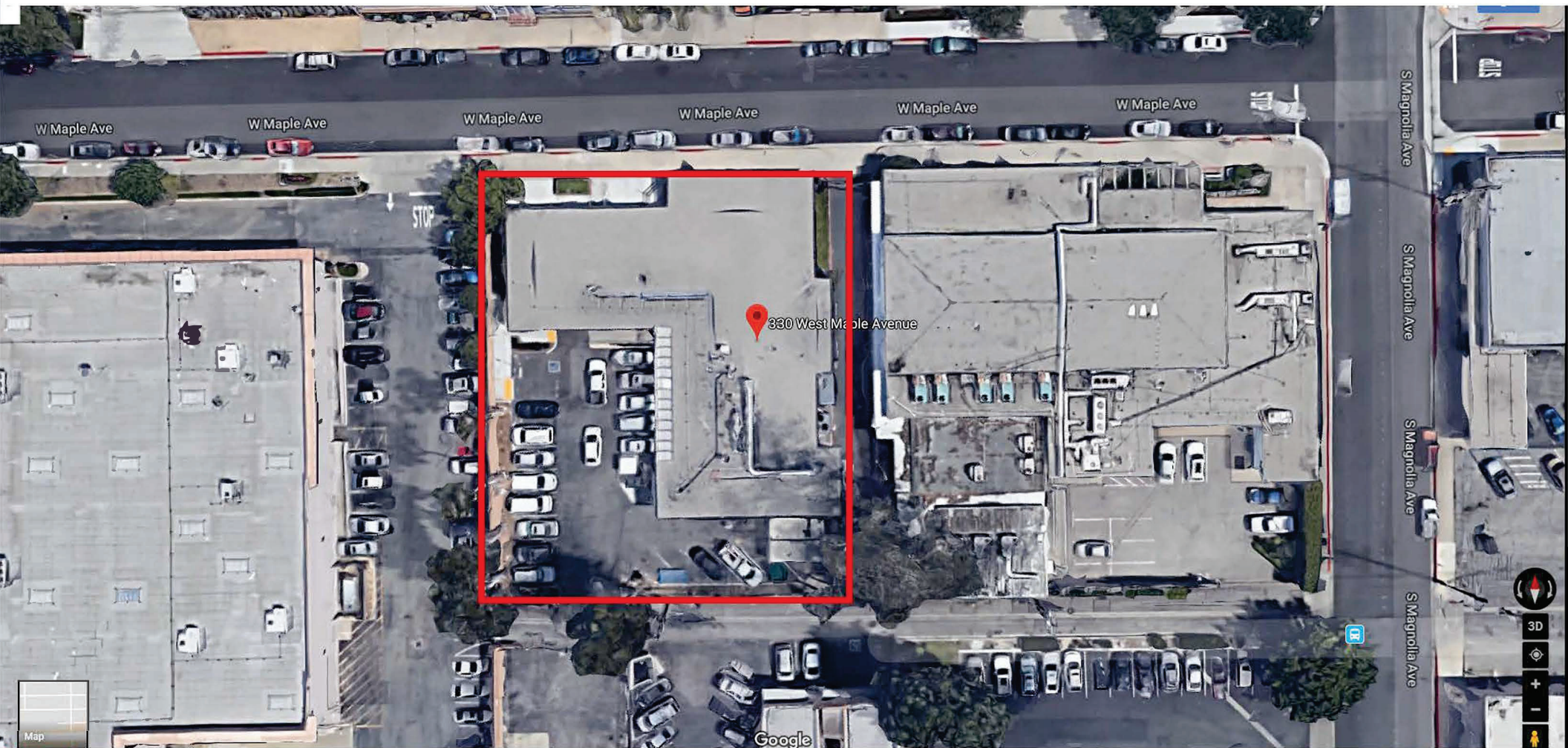
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. May, 2023

1703 Mountain Ave. Monrovia



Disclaimer:
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330 W. Maple Ave., Monrovia



Disclaimer:

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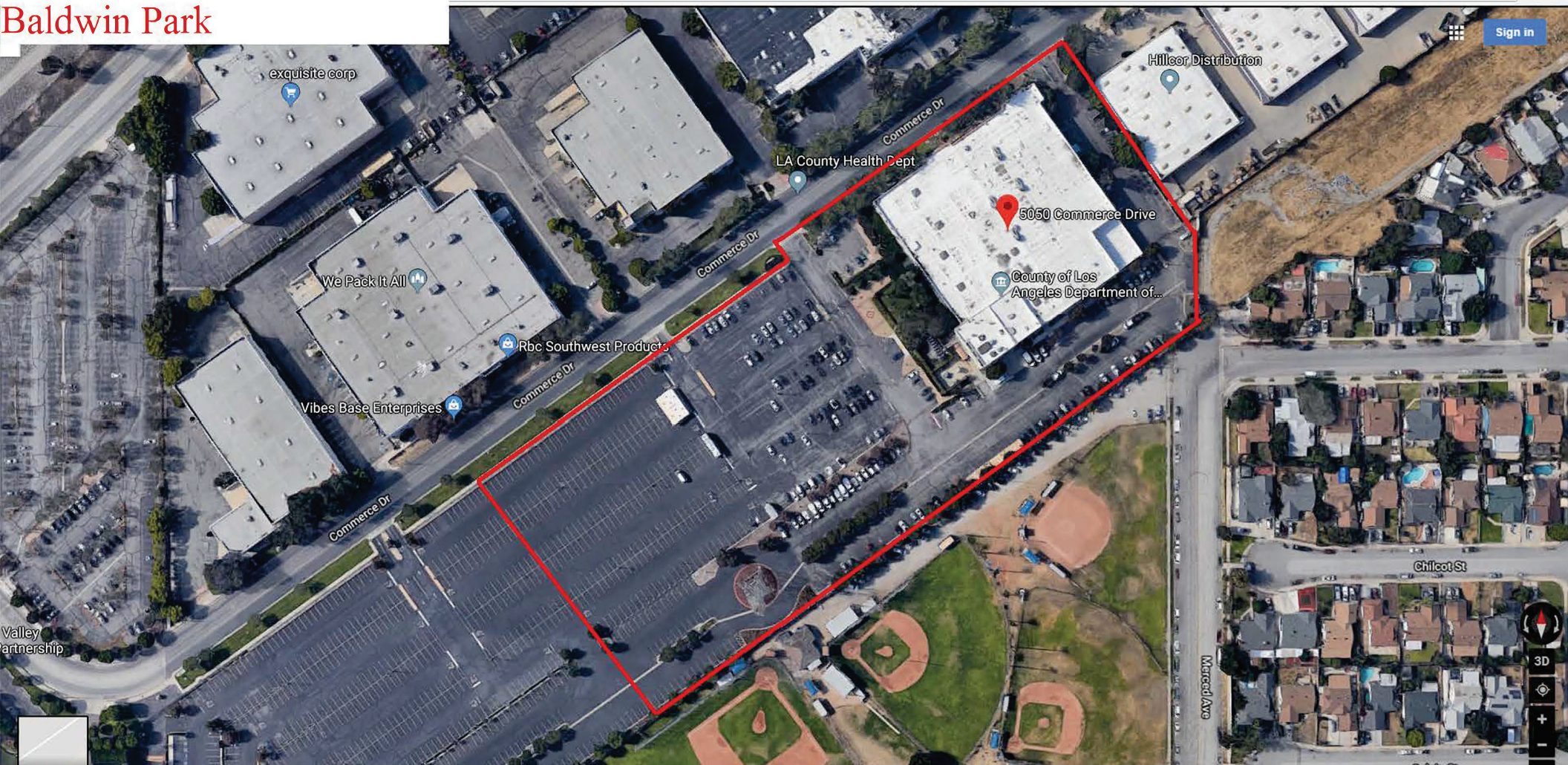
4275 Elton St. Baldwin Park



Disclaimer:

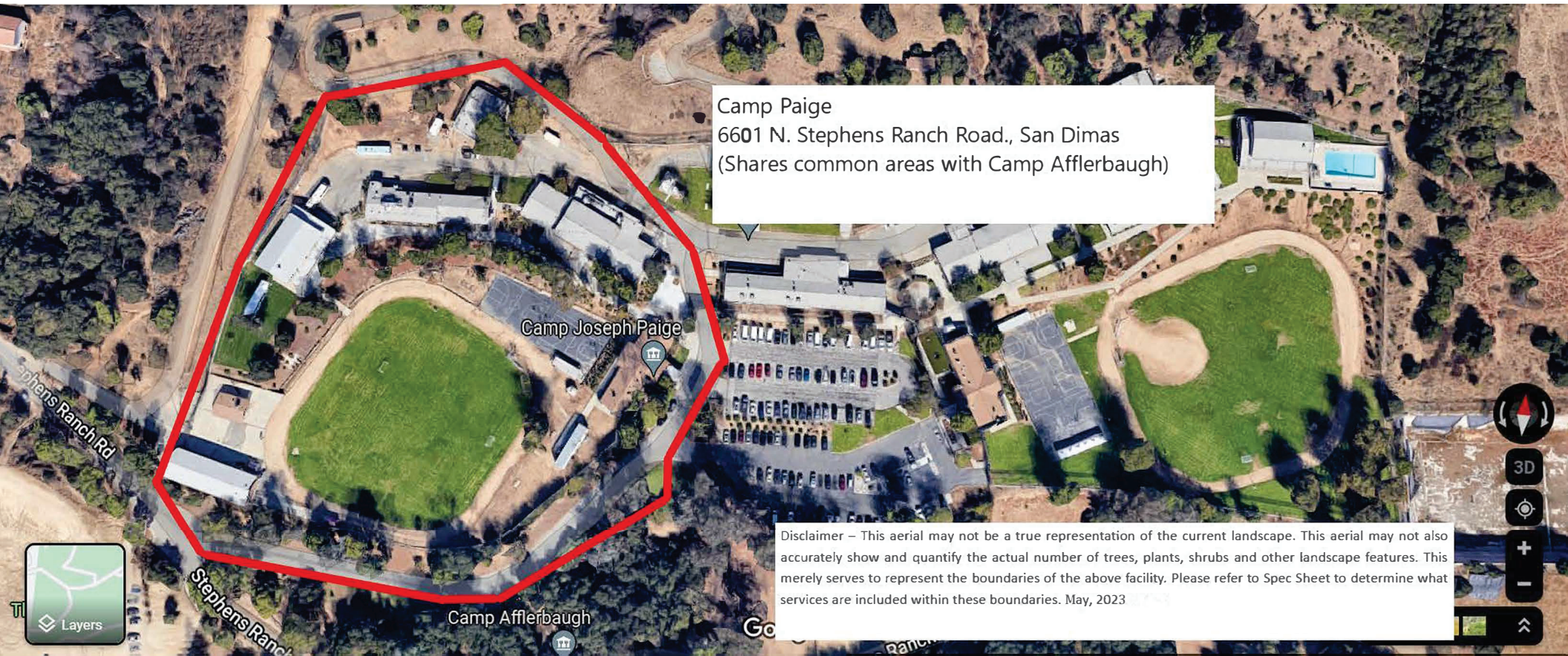
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of tree, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. May, 2023

5050 Commerce Drive Baldwin Park



Disclaimer:

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Camp Paige
6601 N. Stephens Ranch Road., San Dimas
(Shares common areas with Camp Afflerbaugh)

Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately show and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. May, 2023

Camp Afflerbaugh
6631 N. Stephens Ranch Road., San Dimas
(Shares common area as Camp Paige)

LAC Afflerbaugh
Paige Camp

Camp Joseph Paige

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May, 2023

Google

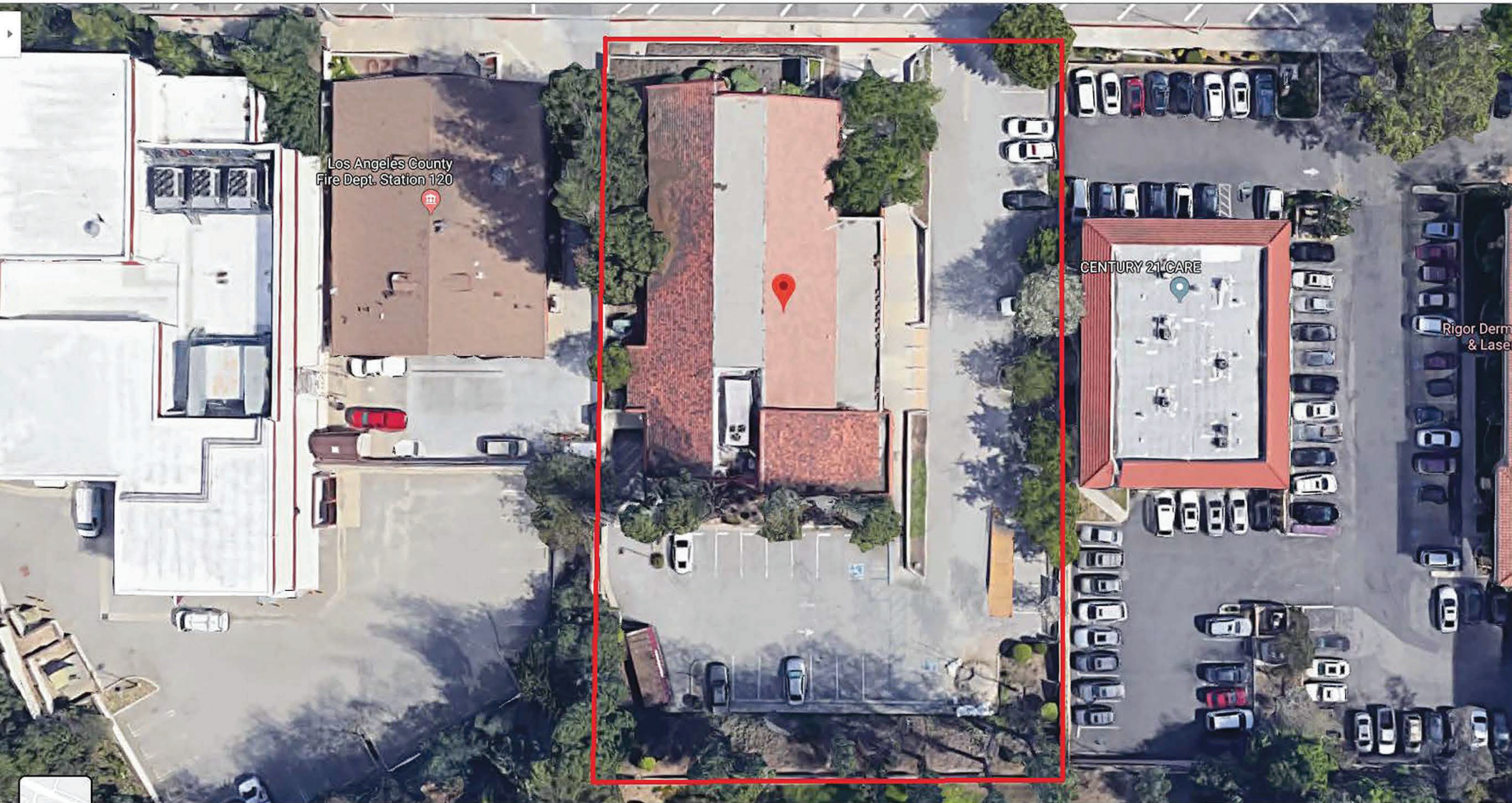
Ranch Rd



3D



1061 Grand Ave., Diamond Bar



Disclaimer:

The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify number of trees, plants, shrubs, etc. to be removed. This service is merely serves to represent the boundaries of the above facility. May, 2023

8051 Arroyo Dr. Rosemead



Disclaimer:

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1900 Sycamore Canyon Road
San Dimas

Sycamore Flats Mtwy

Sycamore Flats Mtwy

Terrebonne Ave

Los Angeles
County Forestry

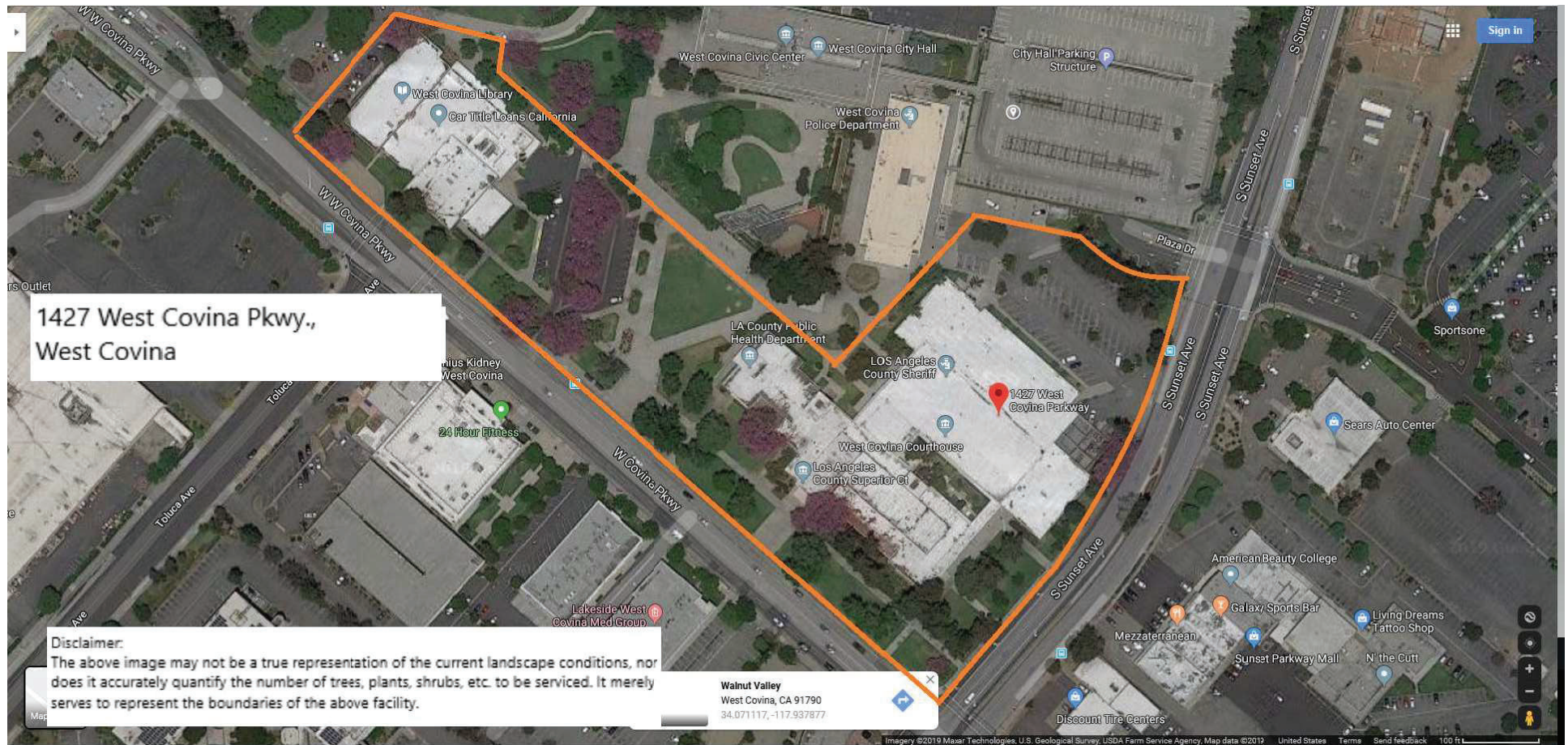
Glenn Rockey
Camp School

Sycamore Flats Mtwy

Google

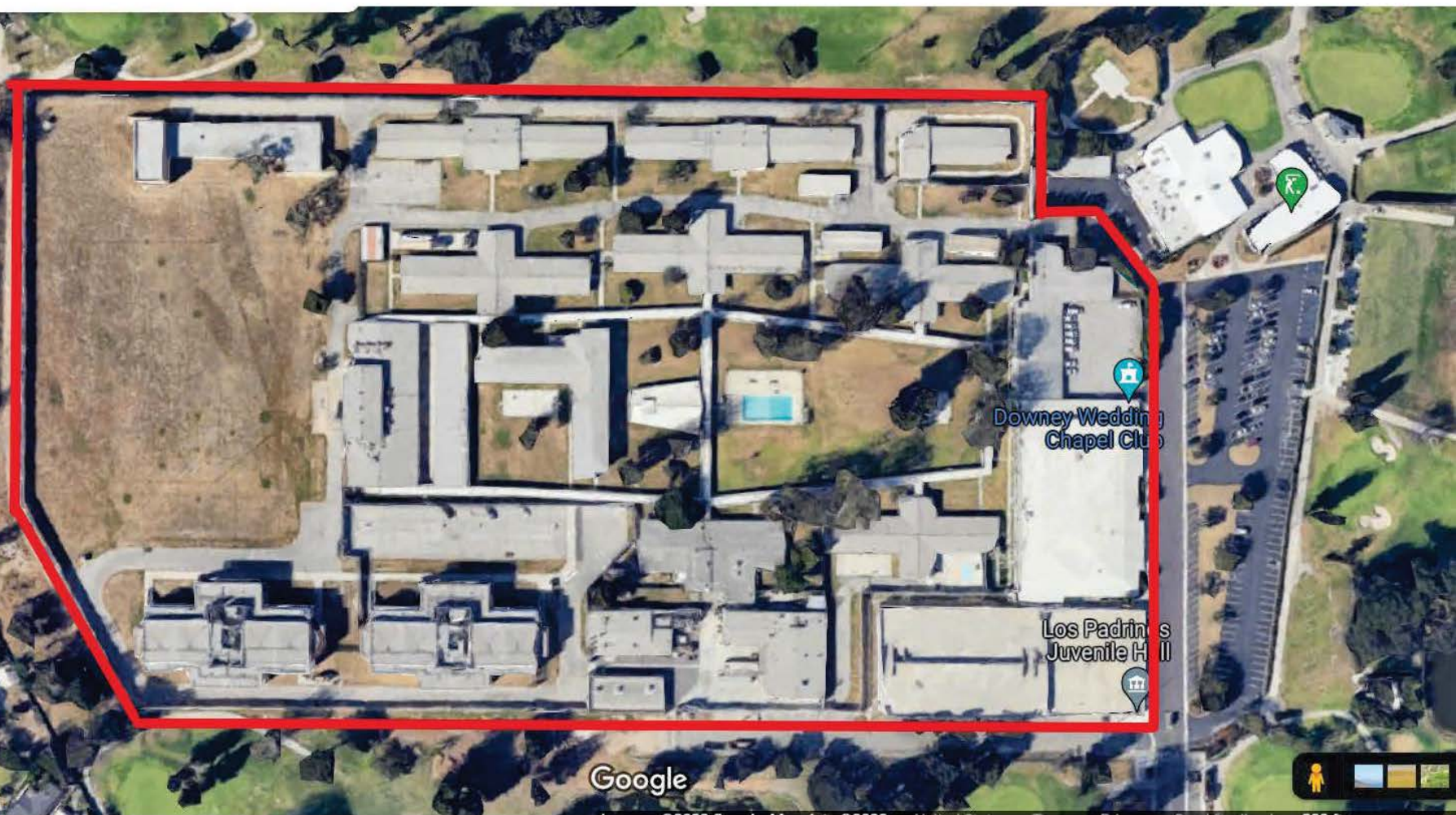
Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. May, 2023





7285 Quill Dr.
Downey

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1500 S. McDonnell Ave.,
Commerce

S Duncan Ave

S Duncan Ave

S McBride Ave

S McBride Ave

Noakes St



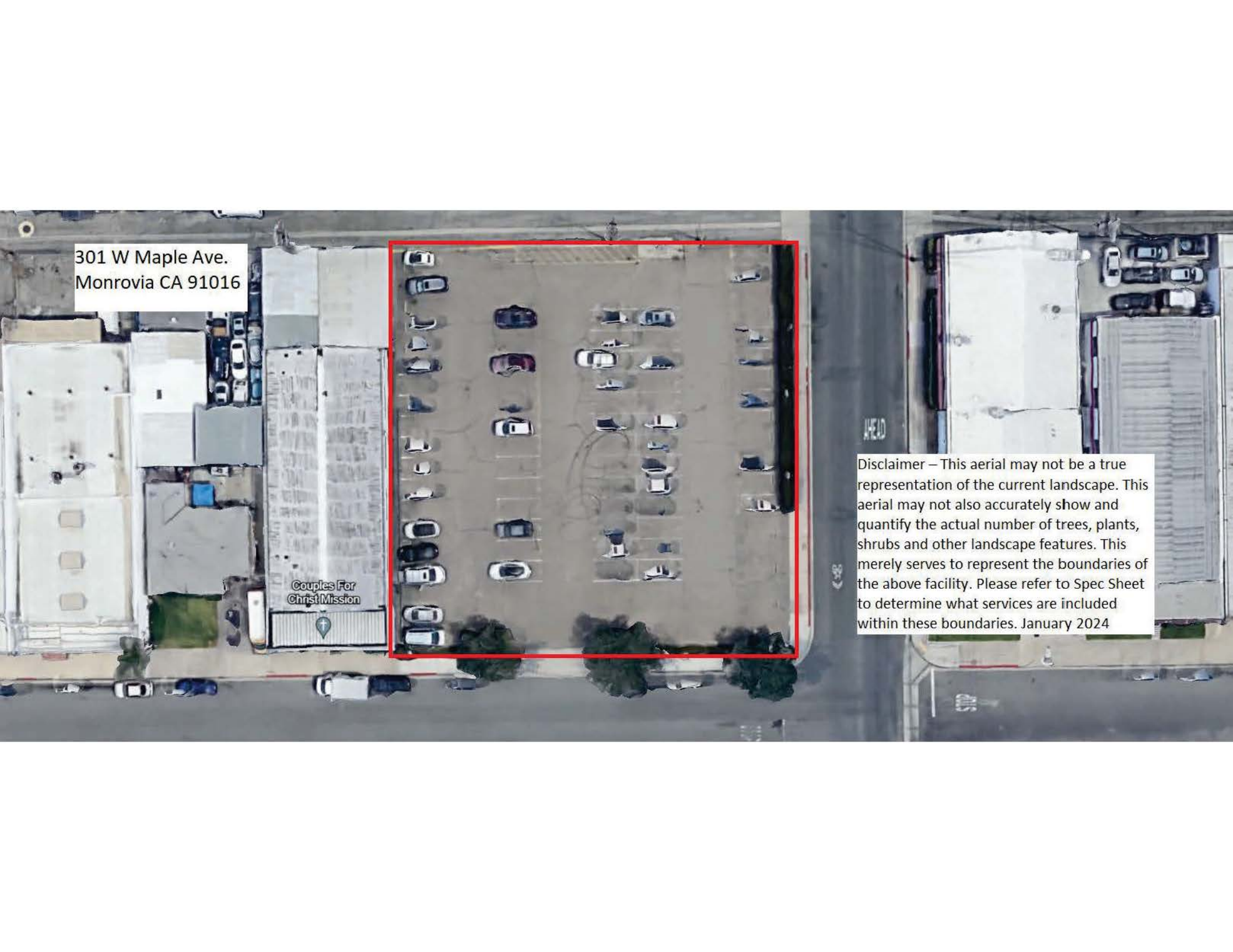
LAC Dorothy
Kirby Center

Dorothy F Kirby
Center Mental Hlt

Fabric Selection Inc

Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. May 2023


Google

An aerial photograph showing a large, rectangular parking lot filled with numerous cars. The parking lot is bordered by a red line. To the left of the parking lot are several buildings, including one with a sign that reads "Couples For Christ Mission". The address "301 W Maple Ave. Monrovia CA 91016" is displayed in the top left corner. A disclaimer box is located in the bottom right corner of the image.

301 W Maple Ave.
Monrovia CA 91016

Couples For
Christ Mission

Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately show and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. January 2024



1517 W. Garvey Ave.
West Covina 91760

Disclaimer- This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to the Spec Sheet to determine what services are included within these boundaries. Jan. 2024

ISD
OPERATIONS SERVICE
CUSTODIAL & LANDSCAPING SERVICES DIVISION

MONTHLY CONTRACTOR PERFORMANCE SUMMARY

Inspection Type			
Contractor			
Contract Person			
Contract Monitor			
Inspection for Month of			
Address			
Facility Name:			
County Department			

GENERAL CUSTODIAL SERVICES - UNACCEPTABLE CONDITIONS/CORRECTIVE ACTION NEEDED:

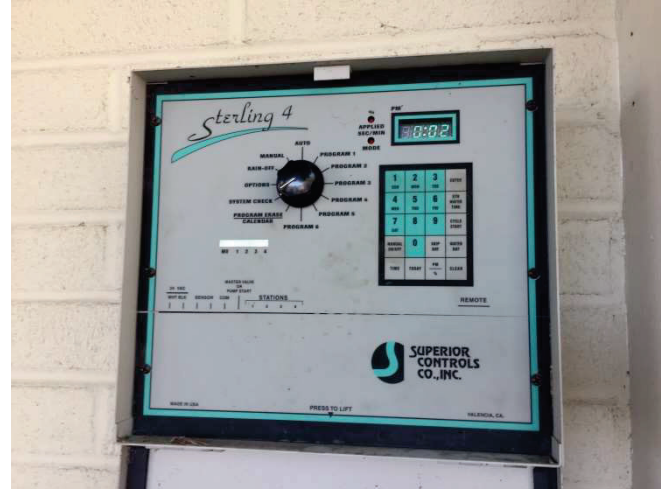
LOCATION	SOW#	LITTER CONTROL	COMMENTS
On the East Side of building	9.4.A	Frequency: Each visit.	
On the East Side of building	9.4.B	Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as Countys Projector Manager or his designee deems practical.	Remove the debris paper, trash
On the East Side of building	9.4.C	All litter and debris occurring as a result of Contractors operations shall be removed from the landscaped area immediately following such operations.	
On the East Side of building	9.4.D	Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.	
On the East Side of building	9.4.E	Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.	
On the East Side of building	9.4.F	Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor shall submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.	

ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Facility Name:	Observation Date:
Address:	Monitor/Section Manager:
Contractor:	District:

Irrigation Controller #1

Make:
Model:
Location:
Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial Notes:
Stations: Notes:
Days and Hours:



(*Every station should control one RCV)

Valve#_1_ (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Valve# 2 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



Valve# 3 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



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ISD SIGNATURE

DATE

--	--

CONTRACTOR SIGNATURE

DATE

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

SOW (Click all that was done)

<input type="checkbox"/> SOW 9.1 Mowing	<input type="checkbox"/> SOW 9.10 Rodent Control
<input type="checkbox"/> SOW 9.2 Edging/Detailing/Weed Control	<input type="checkbox"/> SOW 10.1 Chemical Edging/Detailing
<input type="checkbox"/> SOW 9.3 Weed Control	<input type="checkbox"/> SOW 10.2 Trimming and Crowning of Trees
<input type="checkbox"/> SOW 9.4 Litter Control	<input type="checkbox"/> SOW 10.3 Aerification
<input type="checkbox"/> SOW 9.5 Raking	<input type="checkbox"/> SOW 10.4 Fertilization
<input type="checkbox"/> SOW 9.6 Pruning of trees, hedges, ground cover	<input type="checkbox"/> SOW 10.5 Renovation/Vertical Mowing
<input type="checkbox"/> SOW 9.7 Watering	<input type="checkbox"/> SOW 10.6 Cultivating
<input type="checkbox"/> SOW 9.8 Irrigation system maintenance	<input type="checkbox"/> SOW 10.7 Turf Reseeding/Restoration of Bare Areas
<input type="checkbox"/> SOW 9.9 Disease/Insect Control	<input type="checkbox"/> Other _____

NOTES

RECOMMENDATION

PICTURES: to be provided if required. Use Additional pages if necessary

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

**LANDSCAPE SERVICES
PRICING SHEET
REGION 3**

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
11865	1	Economic Opportunity/Huntington Park Parking Lot	2615 Walnut St	Huntington Park					
		Tree Trimming (SOW 10.2)	Periodic Services		\$25.75	\$26.91	\$28.12	\$29.39	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$152.07	\$157.04	\$162.23	\$167.66	
		Monthly Total:			\$180.79	\$186.92	\$193.32	\$200.02	
03969	2	Public Health/Whittier Public Health Center	7643 S. Painter Ave	Whittier					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$3.05	\$3.12	\$3.20	\$3.29	
		Fertilization (SOW 10.4)			\$3.58	\$3.58	\$3.58	\$3.58	
		All other services (Services within HRS/Days of Operation)			\$515.80	\$532.66	\$550.28	\$568.68	
		Monthly Total:			\$522.43	\$539.36	\$557.06	\$575.55	
09019	3	Probation/Rio Hondo Area Office	8240 S. Broadway	Whittier					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$2.34	\$2.40	\$2.46	\$2.52	
		Fertilization (SOW 10.4)			\$3.95	\$3.95	\$3.95	\$3.95	
		All other services (Services within HRS/Days of Operation)			\$284.17	\$293.46	\$303.17	\$313.30	
		Monthly Total:			\$290.46	\$299.81	\$309.58	\$319.77	
10421	4	Registrar-Recorder-Co Clerk/Harry Hufford Registrar-Recorder-Co Clerk Building	12400 E. Imperial Hwy	Norwalk					
		Tree Trimming (SOW 10.2)	Periodic Services		\$1,639.42	\$1,713.19	\$1,790.28	\$1,870.85	
		Aerification (SOW 10.3)			\$15.20	\$15.58	\$15.99	\$16.41	
		Fertilization (SOW 10.4)			\$28.56	\$28.56	\$28.56	\$28.56	
		All other services (Services within HRS/Days of Operation)			\$4,109.53	\$4,243.85	\$4,384.23	\$4,530.86	
		Monthly Total:			\$5,792.71	\$6,001.18	\$6,219.06	\$6,446.68	
04154	5	DPSS/Parking Lot	12819 Norwalk Bl	Norwalk					
		Tree Trimming (SOW 10.2)	Periodic Services		\$154.50	\$161.45	\$168.72	\$176.31	
		Aerification (SOW 10.3)			\$0.85	\$0.87	\$0.89	\$0.92	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$192.54	\$198.84	\$205.41	\$212.28	
		Monthly Total:			\$350.86	\$364.13	\$377.99	\$392.48	
03638	6	DHS/Bellflower Health Center	10005 E. Flower St	Bellflower					
		Tree Trimming (SOW 10.2)	Periodic Services		\$257.50	\$269.09	\$281.20	\$293.85	
		Aerification (SOW 10.3)			\$0.54	\$0.55	\$0.56	\$0.58	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$184.20	\$190.22	\$196.51	\$203.08	
		Monthly Total:			\$445.21	\$462.83	\$481.24	\$500.48	
03633	7	CEO/Auto Park #93	9951 E. Flower St	Bellflower					
		Tree Trimming (SOW 10.2)	Periodic Services		\$257.50	\$269.09	\$281.20	\$293.85	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$213.94	\$220.93	\$228.24	\$235.87	
		Monthly Total:			\$474.41	\$492.99	\$512.41	\$532.69	
04227	8	Animal Care & Control/Headquarters	5898 Cherry Ave	Long Beach					
		Tree Trimming (SOW 10.2)	Periodic Services		\$154.50	\$161.45	\$168.72	\$176.31	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$107.40	\$110.91	\$114.57	\$118.41	
		Monthly Total:			\$264.87	\$275.33	\$286.26	\$297.69	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 3**

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
09413	9	Sheriff/Aero Bureau North Storage Hangar	3235 Lakewood Bl	Long Beach					
		Tree Trimming (SOW 10.2)	Periodic Services		\$25.75	\$26.91	\$28.12	\$29.39	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$53.48	\$55.23	\$57.06	\$58.97	
		Monthly Total:			\$82.20	\$85.11	\$88.15	\$91.33	
10330	10	Mental Health/Arcadia Mental Health Services	330 E. Live Oak Ave	Arcadia					
		Tree Trimming (SOW 10.2)	Periodic Services		\$163.08	\$170.42	\$178.09	\$186.11	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.61	\$2.61	\$2.61	\$2.61	
		All other services (Services within HRS/Days of Operation)			\$375.59	\$387.86	\$400.69	\$414.09	
		Monthly Total:			\$541.28	\$560.89	\$581.39	\$602.81	
05615	11	Public Works/San Gabriel Valley District Office	125 S. Baldwin Ave	Arcadia					
		Tree Trimming (SOW 10.2)	Periodic Services		\$206.00	\$215.27	\$224.96	\$235.08	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$5.02	\$5.02	\$5.02	\$5.02	
		All other services (Services within HRS/Days of Operation)			\$722.85	\$746.47	\$771.16	\$796.95	
		Monthly Total:			\$933.87	\$966.76	\$1,001.14	\$1,037.05	
07320	12	ISD/Monrovia Crafts Shop Building	1703 S. Mountain Ave	Monrovia					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$41.14	\$42.49	\$43.89	\$45.36	
		Monthly Total:			\$41.14	\$42.49	\$43.89	\$45.36	
04129	13	Public Health/Monrovia Public Health Center	330 W. Maple Ave	Monrovia					
		Tree Trimming (SOW 10.2)	Periodic Services		\$120.17	\$125.57	\$131.23	\$137.13	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$41.14	\$42.49	\$43.89	\$45.36	
		Monthly Total:			\$164.28	\$171.03	\$178.09	\$185.46	
08980	14	Animal Care & Control/Animal Control #4	4275 N. Elton Ave	Baldwin Park					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$291.12	\$300.64	\$310.58	\$320.97	
		Monthly Total:			\$294.09	\$303.61	\$313.55	\$323.94	
06510	15	Public Health/Environmental Health Headquarters	5050 Commerce Dr	Baldwin Park					
		Tree Trimming (SOW 10.2)	Periodic Services		\$969.92	\$1,013.56	\$1,059.17	\$1,106.84	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$6.19	\$6.19	\$6.18	\$6.18	
		All other services (Services within HRS/Days of Operation)			\$889.97	\$919.06	\$949.46	\$981.22	
		Monthly Total:			\$1,866.08	\$1,938.81	\$2,014.81	\$2,094.24	
02000	16	Probation/Camp Joseph Paige	6601 N. Stephens Ranch Rd	La Verne					
		Tree Trimming (SOW 10.2)	Periodic Services		\$429.17	\$448.48	\$468.66	\$489.75	
		Aerification (SOW 10.3)			\$21.97	\$22.53	\$23.12	\$23.73	
		Fertilization (SOW 10.4)			\$37.35	\$37.34	\$37.34	\$37.34	
		All other services (Services within HRS/Days of Operation)			\$14,434.14	\$14,905.93	\$15,398.98	\$15,913.99	
		Monthly Total:			\$14,922.63	\$15,414.28	\$15,928.10	\$16,464.81	
02200	17	Probation/Camp Afterbaugh	6631 N. Stephens Ranch Rd	La Verne					
		Tree Trimming (SOW 10.2)	Periodic Services		\$463.50	\$484.36	\$506.15	\$528.93	
		Aerification (SOW 10.3)			\$31.95	\$32.77	\$33.62	\$34.51	
		Fertilization (SOW 10.4)			\$38.67	\$38.67	\$38.67	\$38.66	
		All other services (Services within HRS/Days of Operation)			\$9,736.40	\$10,054.64	\$10,387.21	\$10,734.61	
		Monthly Total:			\$10,270.52	\$10,610.44	\$10,965.65	\$11,336.71	

LANDSCAPE SERVICES
PRICING SHEET
REGION 3

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
05963	18	Fire/Fire & Emergency Medical Service Operations	1061 Grand Ave	Diamond Bar					
		Tree Trimming (SOW 10.2)	Periodic Services		\$231.75	\$242.18	\$253.08	\$264.47	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$244.36	\$252.34	\$260.69	\$269.41	
		Monthly Total:			\$479.08	\$497.49	\$516.74	\$536.85	
10546	19	Aging & Disabilities/Potrero Heights Park	8051 Arroyo Dr	Montebello					
		Tree Trimming (SOW 10.2)	Periodic Services		\$145.92	\$152.48	\$159.34	\$166.52	
		Aerification (SOW 10.3)			\$2.66	\$2.73	\$2.80	\$2.88	
		Fertilization (SOW 10.4)			\$3.66	\$3.66	\$3.66	\$3.66	
		All other services (Services within HRS/Days of Operation)			\$526.45	\$543.66	\$561.64	\$580.43	
		Monthly Total:			\$678.69	\$702.53	\$727.44	\$753.49	
00340	20	Probation/Camp Glenn Rockey	1900 N. Sycamore Canyon Rd	San Dimas					
		Tree Trimming (SOW 10.2)	Periodic Services		\$206.00	\$215.27	\$224.96	\$235.08	
		Aerification (SOW 10.3)			\$19.39	\$19.89	\$20.40	\$20.95	
		Fertilization (SOW 10.4)			\$18.45	\$18.45	\$18.45	\$18.45	
		All other services (Services within HRS/Days of Operation)			\$8,398.55	\$8,673.06	\$8,959.94	\$9,259.61	
		Monthly Total:			\$8,642.39	\$8,926.67	\$9,223.75	\$9,534.09	
03927	21	Superior Court/West Covina Courthouse	1427 West Covina Pkwy	West Covina					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$23.64	\$24.24	\$24.87	\$25.53	
		Fertilization (SOW 10.4)			\$28.44	\$28.44	\$28.43	\$28.43	
		All other services (Services within HRS/Days of Operation)			\$4,091.64	\$4,225.38	\$4,365.15	\$4,511.14	
		Monthly Total:			\$4,143.72	\$4,278.06	\$4,418.45	\$4,565.10	
00700	22	Probation/Los Padrinos Juvenile Hall	7285 E. Quill Dr	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$686.67	\$717.57	\$749.86	\$783.60	
		Aerification (SOW 10.3)			\$117.21	\$120.21	\$123.33	\$126.60	
		Fertilization (SOW 10.4)			\$102.46	\$102.46	\$102.45	\$102.44	
		All other services (Services within HRS/Days of Operation)			\$12,507.00	\$12,915.80	\$13,343.01	\$13,789.27	
		Monthly Total:			\$13,413.34	\$13,856.04	\$14,318.65	\$14,801.91	
00570	23	Probation/Dorothy F. Kirby Center	1500 S. McDonnell Ave	Commerce					
		Tree Trimming (SOW 10.2)	Periodic Services		\$188.83	\$197.33	\$206.21	\$215.49	
		Aerification (SOW 10.3)			\$24.27	\$24.89	\$25.53	\$26.21	
		Fertilization (SOW 10.4)			\$22.82	\$22.82	\$22.81	\$22.81	
		All other services (Services within HRS/Days of Operation)			\$10,310.54	\$10,647.54	\$10,999.73	\$11,367.61	
		Monthly Total:			\$10,546.46	\$10,892.58	\$11,254.28	\$11,632.12	
10829	24	CEO/Parking Lot (Monrovia Courthouse)	301 W. Maple Ave	Monrovia					
		Tree Trimming (SOW 10.2)	Periodic Services		\$25.75	\$26.91	\$28.12	\$29.39	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$17.11	\$17.67	\$18.26	\$18.87	
		Monthly Total:			\$45.83	\$47.55	\$49.35	\$51.23	
10150	25	Mental Health/East San Gabriel Valley Mental Health Center	1517 W. Garvey Ave N.	West Covina					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$2.97	\$2.97	\$2.97	\$2.97	
		All other services (Services within HRS/Days of Operation)			\$43.69	\$45.11	\$46.61	\$48.16	
		Monthly Total:			\$46.66	\$48.08	\$49.58	\$51.13	
GRAND TOTAL:					\$75,434.00	\$77,964.97	\$80,609.93	\$83,372.99	

ADDITIONAL SERVICES*				
SERVICE	RATE (\$) Effective 10/01/24	RATE (\$) Effective 10/01/25	RATE (\$) Effective 10/01/26	RATE (\$) Effective 10/01/27 and Beyond
Facility Additions - Staffing				
Landscape Laborer (Hourly Rate)	\$ 45.00	\$ 46.80	\$ 48.67	\$ 50.62
Principal Landscaper (Hourly Rate)	\$ 63.00	\$ 65.52	\$ 68.14	\$ 70.87
Supervisor (Hourly Rate)	\$ 85.00	\$ 88.40	\$ 91.94	\$ 95.61

LANDSCAPE SERVICES
PRICING SHEET
REGION 3

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE10/01/2 7 AND BEYOND	COMMENTS
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Notes*

These rates shall be fully burdened.

Effective January 1, 2025 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.

Exclusive document to be used as Contractor's pricing sheet, as indicated in Sample Contract, Paragraph 5.1.

EXHIBIT C

**REQUIRED FORMS – EXHIBIT 11
LIVING WAGE PROGRAM
STAFFING PLAN**

Company Name: Mariposa Landscapes, Inc.

[illegible]

TOTAL

342.5 97.5

440

Proposer must submit a staffing plan that is comprised of full time employees, unless the contractor can demonstrate to the County the necessity of part time staff. If a staffing plan contains part time employees, contractor must submit written justification for the use of part time staff.

Appendix B - Required Forms Exhibit 11 10/02/23

COUNTY'S ADMINISTRATION

CONTRACT NO. GCS-I10819-C

COUNTY'S PROJECT DIRECTOR:

Name: Christie Carr
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-mail Address: ccarr@isd.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: Anthony Davis
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
elephone: 323-607-1073
E-mail Address: ADavis@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Contract Monitors
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATIONMariposa Landscapes, Inc.

CONTRACTOR'S NAME

CONTRACT NO. GCS-I10819-C

CONTRACTOR'S PROJECT MANAGER:

Name: Craig Johnson
Title: Area Manager
Address: 1650 W. 130th St., Gardena, CA 90248

Telephone: (714) 686-3560
Facsimile: (626) 960-8477
E-mail Address: craig.johnson@mariposa-ca.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone: (626) 960-0196
Facsimile: (626) 960-8477
E-mail Address: estimating@mariposa-ca.com

Name: Antonio Valenzuela
Title: Secretary
Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone: (626) 960-0196
Facsimile: (626) 960-8477
E-mail Address: estimating@mariposa-ca.com

NOTICES TO CONTRACTOR:

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone: (626) 960-0196
Facsimile: (626) 960-8477
E-mail Address: estimating@mariposa-ca.com

CONTRACTOR'S ADMINISTRATIONMariposa Landscapes, Inc.

CONTRACTOR'S NAME

CONTRACT NO. GCS-I10819-C

CONTRACTOR'S PROJECT MANAGER:

Name: Tony Valenzuela
Title: Area Manager
Address: 15529 Arrow Highway, Irwindale, CA 91706

Telephone: (626) 252-4210
Facsimile: (626) 960-8477
E-mail Address: tony.valenzuela@mariposa-ca.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone: (626) 960-0196
Facsimile: (626) 960-8477
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E-mail Address: estimating@mariposa-ca.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Mariposa Landscapes, Inc. Contract No GCS-I10819-C

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 must keep such information confidential.

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

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

SIGNATURE:  DATE: 7/11/2024

PRINTED NAME: Terry Noriega

POSITION: President

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, Terry Noriega (Name of Owner or Company Representative) President (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the ^{GCS-10819-c} (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:

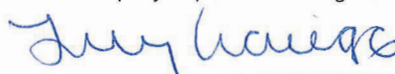
That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

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

Terry Noriega, President

Owner or Company Representative Signature:



Date: 7/11/2024

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.

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 7.12.2024 before me, Brandon James Williamson, Notary Public
(insert name and title of the officer)

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

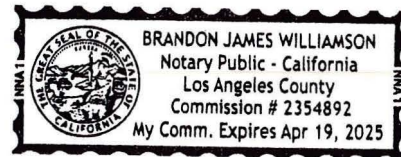
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 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 Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	CPI

Effective January 1, 2025, 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.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

CONTRACT GCS-I10820-C



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LANDSCO, INC.

FOR

LANDSCAPE SERVICES (REGION 4)

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Staffing Plan Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance

PROP A – LIVING WAGE PROGRAM EXHIBITS

- I** Living Wage Ordinance
- J** Living Wage Rate Annual Adjustments

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LANDSCO, INC.
FOR
LANDSCAPE SERVICES**

This Contract ("Contract") made and entered into this 10th day of September, 2024 ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as "County" and Landsco, Inc., hereinafter referred to as "Contractor". Landsco, Inc. is located at 15626 Olden St., Sylmar, CA 91392.

RECITALS

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Staffing Plan Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Living Wage Ordinance
Exhibit J	Living Wage Rate Annual Adjustments

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

2.0 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 agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.5 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **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.
- 2.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 **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:** The County of Los Angeles Internal Services Department which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department (Internal Services Department).
- 2.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.1.16 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.17 **Regions:** Grouping of facilities within areas of Los Angeles County.

- 2.1.18 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.19 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.20 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of six (6) years and six (6) months. Each such extension option may be exercised at the sole discretion of ISD or their designees as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4. The Contractor must notify 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 Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum under this agreement will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B, (Pricing Schedule).
- 5.1.2 The Director of ISD, or their designee, may request approval or delegated authority from the County's Board of Supervisors to supplement the initial total contract amount by up to 10%. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 Department 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). 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 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.
- 5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Custodial & Landscaping Division, Operations Services
Maribel Diaz
MDiaz@isd.lacounty.gov

5.5.5 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.

5.5.6 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)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any 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 Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's 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

- 7.3.1 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.
- 7.3.2 Contractor will assign a sufficient number of employees to perform the required work as defined in the SOW,
- 7.3.3 Contractor will immediately remove any contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that staff have obtained a County 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 County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.
- 7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of

a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

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 Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract 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 Director of ISD or their designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.

8.1.3 The Director of ISD or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (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 Director of ISD or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within seven (7) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within two (2) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Project Manager within one (1) 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 this Paragraph 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**

- 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.
- 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.
- 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.

- 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 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**

- 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.
- 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.
- 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 will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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.

- 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. The Board 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/safely-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 and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default

arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 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.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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.

- 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.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department, General Contracts
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services
Manager II
TMenendez@isd.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will 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 must 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 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- 8.25.5 **Pollution Abatement Liability Insurance:** Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, pollution liability is also required under the contractor's of Subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$1,000,000.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, 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 Director, 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 one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate

private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/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 Director, 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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:
- The Contractor must develop all publicity material in a professional manner; and
 - 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.
- 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 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 of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole

option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

8.39 Recycled Bond Paper

Consistent with the Board's 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:
 - A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - 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:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services Manager II
TMenendez@isd.lacounty.gov

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

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the 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 the 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:
- 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 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

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 appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Integrated Pest Management (IPM) Program Compliance

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

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

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

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- 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:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- 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.

9.0 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

- 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.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 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.
- 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.

- 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.

- **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.

- **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.

- **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

- 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.
- 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.
- 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)

- 9.2.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by

Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Local Small Business Enterprise (LSBE) Preference Program

- 9.3.1 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](#).
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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:

- 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;
- 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
- 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.

9.4 Social Enterprise (SE) Preference Program

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.4.2 Contractor must 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 SE.
- 9.4.3 Contractor must 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 SE.
- 9.4.4 If Contractor has obtained County certification as a SE 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, Contractor will:
 - 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;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 entity 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.5.2 Contractor must 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 DVBE.
- 9.5.3 Contractor must 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 DVBE.
- 9.5.4 If Contractor has obtained certification as a DVBE 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, Contractor will:
 - 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;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, 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.

9.6 Organic Waste Recycling

- 9.6.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.6.2 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.
- 9.6.3 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.
- 9.6.4 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.

9.7 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.

10.0 SURVIVAL

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

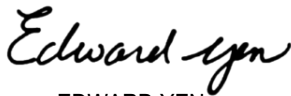
Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	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.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 September 10, 2024



EDWARD YEN
EXECUTIVE OFFICER



ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 


APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Elizabeth Friedman  08/14/2024 11:45 AM PDT
Principal Deputy County Counsel

CONTRACTOR

(Landsco Inc.)


By Fernando Mercado, 
Name
CEO
Title

COUNTY OF LOS ANGELES

By 
Chair, Board of Supervisors

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

**CONTRACT FOR
LANDSCAPE SERVICES**

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APPENDIX A

EXHIBIT 1

STATEMENT OF WORK

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EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP

1.0 SCOPE OF WORK

Contractor must provide landscape services to County facilities identified in Exhibit B, Pricing Sheets, of the Contract by providing all labor, supervision, equipment, materials, safety gear, and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance, and other related services. Contractor must perform all necessary maintenance tasks as required herein.

The landscaped areas must be maintained at the frequencies identified in Section 10.0 Service Requirements – Ongoing Maintenance Tasks, of this SOW. In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director must resolve said conflict or inconsistency.

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

- 2.1 County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments. Any additional work as a result of Addition/Deletion of facilities must be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.
- 2.2 Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.
- 2.3 The landscaped areas must be maintained with a well-manicured, clean appearance, and all work must be performed in a professional, workmanlike manner using quality equipment and materials. Contractor must not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Project Manager for review. The plan 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, must be provided to the County upon request.

- 3.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

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

The verbal notification may be followed with a formal Contract Discrepancy Report (CDR), as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

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.

4.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification, as determined necessary to assure a sufficient evaluation of Contractor performance.

- Customer complaints or public complaints.
- Exhibit 6, Inspection Report.
- Exhibit 7, Irrigation Assessment Report.
- Exhibit 8, Landscape Service Slips.

4.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in this SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor must notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this contract.
- If the County Project Manager determines assessment for unacceptable performance or corrective actions made outside contract terms, an assessment letter will be sent to the Contractor.

5.0 DEFINITIONS

Pruning: is defined as trim (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.

Trimming: is defined as cutting down to the desired size or shape.

EPA WaterSense certified: Is a partnership program by the U.S. Environmental Protection Agency. The program seeks to help consumers make smart water choices that save money and maintain high environmental standards without compromising performance. Products and services that have earned the WaterSense label have been certified to be at least 20 percent more efficient without sacrificing performance.

Metropolitan Water Districts' SoCal WaterSmart: The SoCal WaterSmart program offers cash rebates on a wide variety of water-saving technologies.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

County does not anticipate assigning any County employee to Contractor on a full-time basis. County personnel will be made available to the Contractor at the

County Project Manager's discretion, to answer questions and provide a liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

6.2 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof must be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Personnel

A. Contractor must assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit 4, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor must designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper must be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor must provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person must visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by email and/or cell phone during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person must have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

1. Contractor must provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request at an additional cost.
 2. Arborist reports at a minimum, must document description and condition of the tree, note issues, damage or areas of concern, and provide information about the cause of issues including site conditions, pest or disease threats or mechanical injury.
 3. Contractor must respond immediately to calls for arborist requests and be at the site within two (2) business days of receiving notification by County.
- E. Contractor must notify County's Contract Monitor, District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor must ensure substitute employee obtains a County Identification (ID) badge prior to providing services.
- F. All services requiring licenses and/or certifications will be performed by properly trained, licensed, and certified personnel.
- G. Contractor must provide and require every employee to wear an appropriate uniform with the company identification at all times. County must approve uniforms prior to contract start date.
- H. Contractor must require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge must be displayed on employees at all times he/she is on County designated property.

6.4 Facility Work Requirements

- A. Contractor must maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.
- B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and must promptly comply with any request by the County Project Manager. Contractor must provide quotes within 48 hours of receipt of request. County reserves the right to seek bids from other contractors for various work on contracted and non-contracted sites.
- C. Contractor must perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection must be both visual and operational. It must include operation of all irrigation systems checking for

proper condition and reliability. Contractor must take immediate steps to correct any observed irregularities and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

- D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor must use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.
- E. Contractor must track all Exhibit 6, Inspection Report, that require corrective action and all CDRs to ensure timely response and compliance.
- F. Contractor must provide quote for additional work within 24 hours from the time of the request.

6.5 Training

- A. Contractor must provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees on a monthly basis. Course material summary along with employee training rosters are due to the County Project Manager five (5) working days prior to month end.
- B. Contractor personnel must be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor must provide proof of training and IIPP records upon County request.
- C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.
- D. Contractor must ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor must control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

6.6 County Required Meetings

- A. Contractor's Project Manager or Supervisor must meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

- B. Contractor's Project Manager or designee must be available to attend all daytime landscape services orientations with County Facility Managers within 24 hours of notification. This must include new facilities that are added to Contractor's services.

6.7 Contractor's Office

Contractor must maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office must be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor must ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. The Contractor must answer phone calls and emails within two (2) hours of receipt of the call and/or email. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

7.0 HOURS/DAY OF WORK

Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

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

8.0 FACILITY SITE MAPS

Exhibit 5, Facility Site Maps, identifies the boundaries for each facility. All services listed within this SOW must be applicable within the boundaries as identified in Exhibit 5, Facility Site Maps.

9.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor must perform during the contract term.

9.1 Mowing

- A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).
- B. Mowing operations must be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

- C. Mowing operations must be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- D. All equipment must be adjusted to the proper cutting heights and must be adequately sharpened. Mowing height must be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.
- E. Walkways must be cleaned immediately following each mowing. All grass clippings must be collected and removed from the site immediately.

9.2 Edging/Detailing/Weed Control

- A. Frequency: Edging - Every week.
- B. All turf areas must be kept neatly edged and all grass invasions eliminated.
- C. When designed edges exist in flowerbeds, these edges must be kept clean, sharp, well defined, and free of weeds and grass invasion.
- D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees must be edged to a neat and uniform line.
- E. The edge of turf must be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.
- F. Mechanical Edging
 - 1. Mechanical edging of turf ground cover and/or fence lines must be performed at each site every week after mowing.
 - 2. Mechanical edging must be completed as one operation in a manner that ensures a well-defined edge.
 - 3. Walkways must be cleaned immediately following each mechanical edging.

9.3 Weed Control

- A. Frequency: Each visit.
- B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

- C. Weeds treated with a contact weed chemical must be left in place for a minimum of seven (7) days. If kill is not complete, a second application must be applied.
- D. Weeds treated using a systematic chemical must be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application must be applied.
- E. After complete kill, all dead weeds must be removed from area.
 - 1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth must be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
 - 2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width must be considered normal.
 - 3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance must be considered normal.
- F. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds must be kept under strict control.
- G. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.
- H. Methods for removal of weeds, turf encroachment, and detailing must incorporate chemical and/or mechanical means of eradication.

9.4 Litter Control

- A. Frequency: Each visit.
- B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation, and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up must be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.
- C. All litter and debris occurring as a result of Contractor's operations must be removed from the landscaped area immediately following such operations.

- D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.
- E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.
- F. Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor must submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.

9.5 Raking

- A. Frequency: Each Visit.
- B. Accumulation of leaves must be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Debris from landscape area must be removed immediately.
- C. Use of handheld blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate “no blowers” or “no gas-powered blowers.”

9.6 Pruning Trees, Hedges, and Ground Cover

- A. Tree Pruning
 - 1. Frequency: As-Needed or at the direction of the County Project Manager.
 - 2. Tree pruning must be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs must be removed at the point of breaking.
 - 3. Trees should be pruned to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards.
 - 4. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
 - 5. All limbs 1-1/2” or greater in diameter must be undercut to prevent splitting.
 - 6. All limbs must be lowered to the ground using a method, which prevents damage to the remaining limbs.
 - 7. All cuts exceeding 1/2” must be treated with an appropriate tree heal compound.
 - 8. All equipment utilized must be clean, sharp, and expressively designed for tree pruning.
 - 9. Climbing spurs must not be used.
 - 10. The initial step of pruning must be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
 - 11. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline.

12. Limbs should extend alternately from the trunk on 12" or 24" spacing.
13. All trees must be thinned of smaller limbs to distribute the foliage evenly.
14. All trees must be trimmed and shaped to provide a symmetrical appearance typical of the species.
15. All suckers and sprouts must be cut flush with the trunk or limb.
16. No stubs will be permitted.
17. All Structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage must be reported to County's Project Manager or his designee.
18. Special emphases must be placed upon public safety during pruning operations, particularly when adjacent to roadways.
19. All trimming and debris must be removed and disposed off-site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances must hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter must be undercut to prevent splitting.
8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth must be removed as they develop.
3. All ground cover areas must be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees must be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees must be repaired or replaced within five (5) working days.
2. All repairs or replacements must be completed in accordance with the following maintenance practices:
 - a) Trees - Minor damage such as bark lost from impact of mowing equipment must be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree must be removed and replaced to comply with the specified instructions of the County Project Manager.
 - b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage must be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
 - c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching must be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.
 - d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement must be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement must be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

9.7 Watering

- A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention must be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, must be taken into consideration. All landscaped and turf areas must be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.
- B. The delivery of adequate moisture to the landscaped areas must include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.
- C. Adequate soil moisture will be determined by programming the irrigation system as follows:
 1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
 2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather

- to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe must be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- D. Watering must be regulated to avoid interference with any use of the facility's roadways, paving or walkways.
 - E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers must be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
 - F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting must be protected from over watering and run-off drowning.
 - G. New turf (up through the sixth mowing) must be watered immediately after mowing.
 - H. All ground cover areas must be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.
 - I. Watering must comply with applicable water restriction regulations and directives.

9.8 Irrigation System Maintenance

- A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.
- B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of \$1,000. Repairs exceeding a cost of \$1,000 should be submitted to the County Project Manager for approval or handling. County is responsible for the back-flow device.
- C. If system is working, Contractor must, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens,

diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:
 - a) Adjust valves and sprinkler heads.
 - b) Replace all risers and swing joints to the lateral lines.
 - c) Replace button type turf and shrub heads.
 - d) Replace all missing covers to valve boxes.
 - e) Provide caps and plugs.
- D. Contractor must provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.
- E. In order to ensure the operability of the irrigation system, Contractor must sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor must:
 1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
 2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
 3. All system malfunctions, damage, and obstructions must be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.
- F. Contractor must repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage must be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.
- G. Contractor must respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.
- H. Contractor must 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 Project Manager or designee.
- I. Contractor must be responsible for correcting, before the expiration of the contract, all deficiency repairs, including irrigation systems, related to the services provided under this contract. At the conclusion of the contract, an inspection must be conducted to assess the conditions of the services provided by the Contractor. In the event that any such deficiencies remain unresolved, the County reserves the right to withhold the final payment until satisfactory

resolutions have been achieved, thereby ensuring the completion of all necessary repairs and improvements.

- J. The County of Los Angeles may require contractors to procure equipment and parts. Items that are EPA WaterSense certified or parts listed under Metropolitan Water Districts' SoCal WaterSmart listing for approved landscape equipment to help conserve water.

9.9 Disease/Insect Control

- A. All landscaped areas must be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.
- B. Contractor Project Manager or designee must be notified immediately of any disease, insects, or unusual conditions that might develop.
- C. A disease control program to prevent all common diseases from causing serious damage must be provided on an as-needed basis. Disease control must be achieved utilizing materials and rates recommended by a licensed Arborist.
- D. An insect control program to prevent all common insects from causing damage must be provided on an as-needed basis. Insect control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

9.10 Rodent Control

All areas must be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

10.0 SPECIALTY SERVICE REQUIREMENTS

10.1 Chemical Edging/Detailing

- A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.
- B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas must be trimmed to proper mowing heights. Chemicals must be applied in a manner to limit drift to six (6) inches. Precautionary measures must be employed since all areas will be open to the public during application.

- C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.
- D. All work involving chemicals must be provided as identified in Section 13.0 of SOW.

10.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) must be trimmed and thinned at each facility once within year one (1) of the Contract, once within year four (4) of the Contract, and once within the second option year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees must be maintained in accordance with Section 10.2, Paragraph A, subparagraph 1(f) below.
 - a) Contractor must submit to County Project Manager a schedule of tree trimming services to occur within the first year of the Contract, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the five (5) year term.
 - b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
 - c) All wounds one (1) inch in diameter or over must be painted with asphaltic base tree paint immediately after pruning.
 - d) Remove all new growth on trees up to the appropriate height clearances.
 - e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed must have a caliper of three (3) inches or less measured six (6) inches above the ground level.
 - f) Palm trees must be maintained and kept free of dead fronds and potential falling debris at all times.
 - g) No Topping of Trees (also known as stubbing, tipping, hat-racking, dehorning or round over)

B. Staking and Tying/Materials Used

1. Damaged trees must be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, must 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 size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire must be either new or used garden hose at least one half (1/2) inch in diameter (hose ties should allow minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

C. Tree Removal

1. Contractor is responsible for the cost and removal of irreparable damaged or fallen trees and/or branches that are deemed to be an act of God.
2. Contractor is required to perform stump grinding of all fallen trees.
3. Contractor must respond to these issues within 24 hours of notification from County.

10.3 Aerification

- A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.
- B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.
- D. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
- D. All cores must be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

10.4 Fertilization

- A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.
- B. All fertilization must be approved by County Project Manager or designee prior to its application.
- C. Application of fertilizer must be done in sections, determined by the areas covered by each irrigation system.
- D. All areas fertilized must be thoroughly soaked immediately after fertilization.

- E. All turf areas must 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 must be inorganic and granular in form with an approximate ratio of 4-1-2.
- F. Areas must be fertilized utilizing ratios and mixtures per manufacturer's recommendation.
- G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer must be organic and granular in form without trace elements.
- H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.
- I. Fertilizer should be organic and granular in form without trace elements.
- J. Areas must be fertilized utilizing ratios and mixtures recommended by the manufacturer.

10.5 Renovation/Vertical Mowing

- A. Frequency: As requested by County at an agreed to additional cost.
- B. Care must be taken to avoid unnecessary or excessive injury to the turf grass. Contractor must be responsible for turf damage.
- C. Sweep or rake the dislodged thatch from the turf areas and remove from site.
- D. Standard renovating or vertical mowing type equipment must be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.
- E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- F. Renovate to the soil line and remove all excessive thatch in turf areas.
- G. After thatch is removed and upon completion of turf renovation, all turf areas must be seeded, mulched, and watered.
- H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.
- I. Mulch must be spread evenly over the entire area to a uniform depth.

10.6 Cultivating

- A. Frequency: As needed.
- B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care must

be taken so as not to disturb plant materials or their roots in accomplishing this operation.

10.7 Turf Reseeding/Restoration of Bare Areas

- A. Frequency: As requested by County at an agreed additional cost.
- B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.
- D. Stolonize bare areas with Adlayd Turf (*paspalum vaginatum*) at the rate recommended by the County Project Manager.

11.0 PLANT MATERIALS

- 11.1 Plant materials must conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.
- 11.2 Nomenclature: Plant names used in the landscape plan of the area must conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.
- 11.3 Quality: Plants must be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and must have healthy normal root systems and comply with all State and local regulations governing these matters, and must be free from any noxious weeds.
- 11.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it must be understood that these plant materials must be normal stock for type listed. They must be sturdy enough to stand safely without staking.
- 11.5 Plant materials must be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.
- 11.6 All plant materials must be provided from a licensed nursery and must be subject to acceptance by the County Project Manager or designee.
- 11.7 Plant Materials Guarantee - All shrubs must be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

- 11.8 All new plant materials must have a six (6) month guarantee unless specifically stated in written form.

12.0 USE OF CHEMICALS

- 12.1 All work involving the use of chemicals must be in compliance with all federal, state, and local laws.
- 12.2 A listing of proposed chemicals, including commercial name, application rate and type of usage must be submitted to County Project Manager or designee for approval at the commencement of the contract. No work must begin until written approval of use is obtained from County Project Manager or designee. Chemicals must be approved by the United States Environmental Protection Agency and the California Department of Pesticide Regulation.
- 12.3 Chemicals must only be applied by those persons possessing a valid California Qualified Applicator's License. Application must be in strict accordance with all governing regulations.
- 12.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions must be made and retained in accordance with Sub-paragraph 8.38, Record Retention And Inspection/Audit Settlement, of the Sample Contract.
- 12.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.
- 12.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California must be adhered to.
- 12.7 Chemicals must be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 12.8 County reserves the right to approve usage of particular chemicals.
- 12.9 On March 19, 2019, the Los Angeles County Board of Supervisors adopted a motion to cease the use of glyphosate-based products. Contractors must adhere to this Board directive. In response to the Board of Supervisors motion, contractors must use non-glyphosate-based chemical or manual methods for weed control.

13.0 WASTE REMOVAL

- 13.1 Contractor must collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor must not use County trash bins for maintenance operations.

- 13.2 Contractor must be required to empty and reline trash receptacles as identified in Exhibit 4, Facility and Landscape Specification Sheets. Contractor is responsible for replacing trash liners in trash receptacles.
- 13.3 Contractor must not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

14.0 AS-NEEDED SERVICES

- 14.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.
- 14.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.
- 14.3 Prior to performing any as-needed services, the Contractor must prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. Contractor must provide quotes within 48 hours of receipt of as-needed service request. No as-needed services must commence without prior written authorization by County Project Manager. Contractor must be compensated at the labor rates identified in Exhibit B, Pricing Sheet(s).
- 14.4 All as-needed services must commence on the established specified date and Contractor must proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.
- 14.5 The County reserves the right to perform the services itself or assign the services to another Contractor.
- 14.6 All new plant materials will come with a six (6) month guarantee unless specifically stated in written form. All other materials will come with a one (1) year guarantee unless damaged or broken by an Act of God or vandalism.

15.0 EMERGENCY SERVICES REQUESTS

- 15.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor must contact the County's Project Manager immediately upon discovery and obtain approval by County's Project Manager prior to starting work. A written estimate must be sent within a reasonable timeframe after completion of the emergency services.

- 15.2 Contractor must bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.
- 15.3 Contractor must respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.
- 15.4 Contractor must not perform any emergency services without prior approval of Contract Manager.

16.0 MAINTENANCE REPORTS

- 16.1 Contractor must submit monthly, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report must include, at a minimum, the following information:
 - A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
 - B. Quantity and label description of **all** grass seed used.
 - C. Quantity and complete description of **all** soil amendments used.
 - D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.
- 16.2 Contractor must make themselves available within 72 hours of receiving a request to perform quarterly irrigation audits, Exhibit 7, Irrigation Assessment Report.
- 16.3 Contractor must submit Exhibit 8, Landscape Service Slip, for all routine and periodic services as stated in Sections 10.0 through 16.0 of the SOW. Exhibit 8, Landscape Service Slip, must note date of service(s), type of service(s), and include picture(s). Exhibit 8, Landscape Service Slip, is required once a week for facilities serviced daily. For all other services, Exhibit 8, Landscape Service Slip, is required after each service provided.
- 16.4 Exhibit 6, Inspection Report, will be sent to Contractor denoting discrepancies. Contractor must respond within the required due date provided in the Inspection Report. Contractor must then provide proof of correction of all discrepancies within respective contractual time obligation of noted discrepancy. Responses to deficiencies /discrepancies must include pictures of corrective actions.

17.0 MAINTENANCE SCHEDULES

- 17.1 Contractor must submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules must be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules must delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

- 17.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 17.3 Contractor must provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

18.0 GREEN INITIATIVES

- 18.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 18.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.
- 18.3 Contractor must comply with all waste and recycling requirements including but not limited to, Contract Paragraph 9.10, Organic Waste Recycling, and Contract Paragraph 9.11, Procurement of SB 1383.
- 18.4 Contractor must, to the extent possible, transition from the use of gas-powered lawn equipment to fully electric alternative lawn equipment pursuant to Assembly Bill 1346, which implemented regulations on gas-powered lawn tools and similar devices.

NOTE: To help the transition away from gas-powered leaf blowers to fully electric alternatives, there are grants, rebates, and buyback opportunities available for those who utilize this equipment, including landscapers. Assembly Bill 1346 includes \$30 million in funding that will be made available to sole proprietors and other small landscaping businesses to help with the transition to zero-emissions, including leaf blowers. Additionally, the South Coast Air Quality Management District and Antelope Valley Air Quality Management District have programs that can help replace gas-powered residential lawn mowers and commercial lawn and garden equipment, including leaf blowers, for Contractors.

19.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit 2, Performance Requirements Summary (PRS) chart, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the

Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

APPENDIX A

STATEMENT OF WORK

EXHIBITS

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EXHIBIT 1 – CONTRACT DISCREPANCY REPORT

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EXHIBIT 6 – INSPECTION REPORT

EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP



CUSTODIAL SERVICES DIVISION

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Facility Name:		Address:		Date of Inspection:	
Contractor:		Contract No.		Contract Monitor:	
Contact Person:		Telephone: () -		CSD Dist # North	
Report Transmitted to Fax #: () -		District Manager Signature:			
		Fax: () -			

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response	County Use Only	
			Date Correction Due	Date Completed
1				
2				
3				
4				

Contractor's Representative Signature

Date Signed

Additional Comments:

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	Monthly Invoices are received and approved by the County by the 15 th calendar day of the month following the month of services	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 7. 3 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.2 & 7.5.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	\$200 per badge
Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	\$100 per occurrence
Contract: Paragraph 8.38 Record Retention & Inspection- Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract.
SOW: Section 4.1 Monthly Meetings	Contractor is required to attend a scheduled monthly meeting.	Inspection and Observation	\$200 per occurrence
SOW Section 4.2 Contractor Discrepancy Report	Contractor is required to respond in writing within 24 hours.	Receipt of document	\$200 per occurrence; possible termination for default of contract.
SOW Section 4.6 As-Needed and On-Going Services Quotes	Provide quotes upon request for as- needed and on-going services within 48 hours of receipt.	Receipt of document	<u>\$100 per occurrence</u>
SOW Section 6.3 Contractor Personnel	Provide Principal Landscaper/Arborist must read, speak and understand English.	Inspection & Observation	\$200 per occurrence
SOW Section 6.3.C Contractor Supervisor	Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager.	Inspection and Observation	\$100 per occurrence
SOW Section 6.3.G Uniforms	Contractor to ensure all employees wear approved uniforms and County issued ID badges.	Inspection and Observation	\$100 per occurrence
SOW Section 6.5 Training	Provide Training Programs for new and continuing employees.	Receipt of document	\$100 per occurrence
SOW Section 6.6 County required meetings	Contractor attendance at all monthly or as required County meetings.	Observation of Attendance	\$100 per occurrence
SOW Section 6.7 Contractor Office.	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones	Inspection and Observation	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	or pager to respond to County calls within 2 hours.		
SOW Section 7.0 Hours/Day of Work	Contractor shall provide all landscape services in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheet.	Inspection and Observation	\$200 per occurrence
SOW Section 9.1 Mowing	100 % Completion of Required Services	Inspection and Observation	\$100 per occurrence
SOW Section 9.2 Edging/Detailing/ Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.3 Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.4 Litter Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.5 Raking	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.6 Pruning Trees, Hedges & Ground Cover	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.7 Watering	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.8 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.9 Disease/Insect Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.10 Rodent Control	All areas shall be maintained free of rodents, gophers, and ground squirrels	Inspection & Observation	\$200 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 10.1 Chemical Edging/Detailing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.2 Trimming and Crowning of Trees	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.3 Aerification	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.4 Fertilization	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.5 Renovation/Vertical Mowing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.6 Cultivating	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.7 Turf Reseeding/Restoration of Bare Areas	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 11.0 Plant Materials	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 13.0 Waste Removal	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 14.0 As-Needed Services	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 15.0 Emergency Services Requests	100% Contractor response within 2 hours of notification by County.	Observation of Response	\$100 per occurrence
SOW Section 16.0 Maintenance Reports	100 % Completion of Required Services	Acceptance and Inspection of Reports	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 16.3 Service Slip	100% Completion of Required Services	Receipt of document	\$100.00 per occurrence

LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20____, and that:

	Yes	No	Initial
1. Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work.	<input type="checkbox"/>	<input type="checkbox"/>	
2. All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Irrigation systems have been checked for operability and that the following are functioning properly:			
a) Irrigation lines	<input type="checkbox"/>	<input type="checkbox"/>	
b) Valves	<input type="checkbox"/>	<input type="checkbox"/>	
c) Sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
d) Controllers	<input type="checkbox"/>	<input type="checkbox"/>	
4. Had spraying and/or use of chemicals occurred? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Have copies of the Pesticide Use Report have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
c) Have copies of restricted use permits have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Have specialty type maintenance services been requested? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has County Contract Monitor been notified in writing?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has the work schedule provided changed? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has the Contract Monitor been notified?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Comments			

Company Authorized Representative

Date

EXHIBIT 4 –
FACILITY AND LANDSCAPE
SPECIFICATION SHEETS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09014

Region 4 Facility No. 1	
Department/Facility	Aging & Disabilities/East Los Angeles Service Center
Address	133 N. Sunol Dr., East Los Angeles 90063
Days/Hours of Operation	Once a Week (Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	21
Number of Palm Trees	5
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
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ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09014

Aerial map attached
Hand watering is required at this site. Triangle area along East 1st Street included.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 07022

Region 4 Facility No. 2	
Department/Facility	ISD/Administrative Headquarters
Address	1100 N. Eastern Ave., Los Angeles 90063
Days/Hours of Operation	Two times a week (Friday & Saturday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	255
Number of Palm Trees	20
Number of Planters	50
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Hand watering is required at some areas of this site.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 07022/13160

Region 4 Facility No. 3	
Department/Facility	ISD/Winterization of Dolores Canning Hillside
Address	1100 N. Eastern Ave., Los Angeles 90063
Days/Hours of Operation	Quarterly: (March-June-September-December) All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	2
Shrubs	Yes
Hedges	No
Grass	N/A
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Quarterly
9.4 Litter Control	Quarterly
9.5 Raking	N/A
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Quarterly
9.7 Watering	N/A
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	N/A
9.10 Rodent Control	N/A
<i>Specialty Service Requirements</i>	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
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ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 07022/13160

Aerial map attached

Annual tarp removal, SOW below:

- Remove existing tarps and replace with a new one on September 15th every year
- Install 45000sf of weather tarp on the slope (existing tarp to be left in place)
- Remove sandbags, weed, and other debris.
- Fall prevention certification training required for staff working with the instal and removal of tarps
- Order sandbags and ropes to make the daisy chains to be placed on top of tarp.
- Order Large tarps to cover the slopes. Tarps to be placed with 20' overlap to prevent wind damage. Tarp sizes will be 100'x100'/50' green and silver bottom.
- Daisy chains to be placed 6' apart and sandbags to be 5' apart on Daisy chains.
- Cross ties to be at 10' horizontal from top to bottom to hold the chains in place.
- Form a dike on the bottom of slope to direct rainwater away from the factory walls and kitchen area and to Eastern Avenue.
- Place tarp on fence and ditches along south side of the factory to prevent wash off.
- Clean all dirt and debris on the V-ditch along the top of the slope
- Clear the drain holes and pipes to Eastern Avenue behind Dolores factory
- Place tarp on a slope area by gravel access road on top behind Fire department.
- Secure the top and bottom of the tarp with sandbags to prevent any wash off.
- The purpose of the winterization process is to prevent water impact on the ground and saturation of the soil on these slopes and prevention of soil erosion.
- Inspect the tarp condition for one year from installation start and repair any damage by wind or rain (Anything over \$500.00 in damages due to vandalism will be at an additional cost).
- Remove all weeds inside aerial and prune trees.
- Remove debris from within perimeter lines and drain channel behind Dolores canning.
- Remove dead trees and shrubs

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 07029

Region 4 Facility No. 4	
Department/Facility	ISD/Special Events
Address	1106 N. Eastern Ave., Los Angeles 90063
Days/Hours of Operation	Once a week (Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	13
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	N/A
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10230

Region 4 Facility No. 5	
Department/Facility	ISD/Telecommunications Building
Address	1110 N. Eastern Ave., Los Angeles 90063
Days/Hours of Operation	Once a week (Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	54
Number of Palm Trees	14
Number of Planters	2
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00170

Region 4 Facility No. 6	
Department/Facility	Sheriff/Sheriff Training Bureau
Address	1060 N. Eastern Ave., Los Angeles 90063
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	102
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As requested by County at an agreed to additional cost
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems (Track and Field/Helicopter Pad Only)
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	As requested by County at an agreed to additional cost
10.2 Trimming and Crowning of Trees	As requested by County at an agreed to additional cost
10.3 Aerification	As requested by County at an agreed to additional cost
10.4 Fertilization	As requested by County at an agreed to additional cost
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As requested by County at an agreed to additional cost
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed to additional cost

Describe Special Operational Requirements
<p>Aerial map attached</p> <p>Services only include weed control & manicuring of the following areas: 1) Buildings A-F, 2) Green Mile area West, 3) Green Mile area East/Swat Captains office up to the fence below adjacent to Sheriff Road, 4) Biscailuz Gun Range consisting of the steps next to the Green Mile Road up to the Virtra Building, everything Eastside of Virtra Road including East slopes to Sheriff Road ending at the brick wall before the gym, 5) Gym parking lot/grinder amphitheater beginning at the brick wall on Sheriff Road at the BC Gym to grinder amphitheater to curbside West of the parking lot, left and right planter in front of Swat Captains office, 6) Gym main parking lot consisting of entire area outside the chain link fence outside the Swat Captains office and the Westside of Sheriff Road and the Eastside the grinder/amphitheater, 7) SEB Areas, and 8) Track and Field/Helicopter landing pad services additionally include refilling gopher holes twice per week (Tues & Fri).</p>

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 02300

Region 4 Facility No. 7	
Department/Facility	Sheriff/Sybil Brand Main Jail Building
Address	4500 E. City Terrace Dr., Monterey Park 91754
Days/Hours of Operation	(Every other Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	37
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A - Tree services are excluded
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Tree services is not included.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 11857

Region 4 Facility No. 8	
Department/Facility	Sheriff/Central Communications Center
Address	1277 N. Eastern Ave, Los Angeles 90063
Days/Hours of Operation	Two times a month (2 nd & 4 th Wednesday of the month) All work during daylight hours

Description	Required Maintenance
Number of Trees	26
Number of Palm Trees	1
Number of Planters	3
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09449

Region 4 Facility No. 9	
Department/Facility	Sheriff/EOC County Emergency Operations Center
Address	1275 N. Eastern Ave., Los Angeles 90063
Days/Hours of Operation	Two times a week (Tuesday & Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	27
Number of Palm Trees	3
Number of Planters	7
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05910/NORTH

Region 4 Facility No. 10	
Department/Facility	Fire/Fire Headquarters & Slope
Address	1320 N. Eastern Ave., Los Angeles 90063
Days/Hours of Operation	Once a week (Saturday) All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	129
Number of Palm Trees	2
Number of Planters	33
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
--

ISD**EXHIBIT C**

Custodial Services Division

BIS# 05910/NORTH**Facility and Landscape Specification Sheet**

Aerial map attached

Includes Slope area starting near the guard shack to the second drain (excludes tree trimming)

Ivy area located behind the stone wall located directly on the east side of Eastern Ave entrance to facility is excluded. Area excluded includes all ivy and trees along the stone wall up to the first home located on Hauck Street. All trees where drip line falls over asphalt along road leading up to guard shack on Eastern Avenue from Hauck Street are included. All other trees on same hillside only are excluded. Hillside slope north of FCCF Building excluded. Area in the back between the gym building and water tanks (northeast corner) is included (about 2300 sqft). Aerial map attached

FOS District: NORTH

9.19.23

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09395

Region 4 Facility No. 11	
Department/Facility	Sheriff/Sherman Block Sheriff's Headquarters Building
Address	4700 W. Ramona Blvd., Monterey Park 91754
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	28
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A - Tree services are excluded
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Tree services is not included Irrigation system = 16-1-station Battery operated controllers 1-12 station Sterling Controller . Number of planters is approximate, all planters within the red lines of the aerial for this facility should get service

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03605

Region 4 Facility No. 12	
Department/Facility	Probation/Pre-release Center AB109
Address	200 W. Woodward Ave., Alhambra 91801
Days/Hours of Operation	Twice a month (2 nd & 4 th Saturday) All work to be performed during daylight hours.

Description	Required Maintenance
Number of Trees	3
Number of Palm Trees	0
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	Excluded
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09106

Region 4 Facility No. 13	
Department/Facility	Public Works/Public Works Central Yard
Address	2275 Alcazar St., Los Angeles 90033
Days/Hours of Operation	Once a Week (Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	0
Number of Planters	3
Shrubs	Yes
Hedges	N/A
Grass	Yes
Irrigation System	N/A

General Service Requirements	Frequency
3.1 9.1 Mowing	N/A
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	N/A
9.10 Rodent Control	N/A

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
<p>Aerial map attached</p> <p>Edge/Trim all sidewalks, bed edges, tree circles and trim back ivy on both side of fence each visit.</p> <p>Police and remove all litter and debris from entire grounds to include the parking lot each visit.</p> <p>Trim back Ivy from the south side of chain link fence on upper portions of Ivy slope located at the north side/rear of property, keep adjacent wooden stairway free of Ivy overgrowth, and keep Ivy cut back to edge of parking area in lower lot on a monthly basis.</p>

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09105

Region 4 Facility No. 14	
Department/Facility	Public Works/Public Works Central Yard
Address	1525 Alcazar St., Los Angeles 90033
Days/Hours of Operation	Once a Week (Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	3
Number of Palm Trees	0
Number of Planters	3
Shrubs	Yes
Hedges	Yes
Grass	N/A
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	N/A
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	N/A
9.10 Rodent Control	N/A

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00054

Region 4 Facility No. 15	
Department/Facility	Superior Court/Eastlake Juvenile Hall
Address	1601 Eastlake Ave., Los Angeles 90033
Days/Hours of Operation	Once a Week (Wednesday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	13
Number of Palm Trees	9
Number of Planters	7
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00480

Region 4 Facility No. 16	
Department/Facility	Probation/Central Juvenile Hall
Address	1605 Eastlake Ave., Los Angeles 90033
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	39
Number of Palm Trees	26
Number of Planters	54
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #05305

Region 4 Facility No. 17	
Department/Facility	DPSS/Lincoln Heights WS District Office
Address	4077 Mission Rd., Los Angeles 90032
Days/Hours of Operation	Once a week (Thursday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	9
Number of Palm Trees	0
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Locked gate in back Street of facility will be done per clients request.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05268

Region 4 Facility No. 18	
Department/Facility	DPSS/East LA Grow Employment Services Center
Address	2200 N. Humboldt St., Los Angeles 90031
Days/Hours of Operation	Once a Month (Last Friday of the month) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	1
Shrubs	yes
Hedges	N/A
Grass	N/A
Irrigation System	N/A

General Service Requirements	Frequency
3.1 9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached There is only one planter that needs hand watering.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05303

Region 4 Facility No. 19	
Department/Facility	DPSS/Pasadena AP District Office
Address	955 N. Lake Ave., Pasadena 91104
Days/Hours of Operation	Once a week (Saturday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	11
Number of Palm Trees	1
Number of Planters	11
Shrubs	Yes
Hedges	Yes
Grass	N/A
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Parking lot next to daycare included.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10533

Region 4 Facility No. 20	
Department/Facility	Aging & Disabilities /Altadena Senior Center
Address	560 E. Mariposa St., Altadena 91001
Days/Hours of Operation	Once a week (Saturday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	25
Number of Palm Trees	1
Number of Planters	14
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10545

Region 4 Facility No. 21	
Department/Facility	Aging & Disabilities /Altadena Community Center
Address	730 E. Altadena Dr., Altadena 91001
Days/Hours of Operation	Once a week (Saturday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	52
Number of Palm Trees	0
Number of Planters	13
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03707

Region 4 Facility No. 22	
Department/Facility	Public Health/Glendale Public Health Center
Address	501 N. Glendale Ave., Glendale 91206
Days/Hours of Operation	Once a week (Thursday) All work to be done during daylight

Description	Required Maintenance
Number of Trees	42
Number of Palm Trees	3
Number of Planters	8
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
3.1 9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Hand watering is required at some areas at this site

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06440

Region 4 Facility No. 23	
Department/Facility	Public Health/Burbank Public Health Center
Address	1101 W. Magnolia Blvd., Burbank 91506
Days/Hours of Operation	Once a week (Thursday) All work to be done during daylight

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	7
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
3.1 9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10871

Region 4 Facility No. 24	
Department/Facility	Public Works/Ventura Park & Ride
Address	10801 Ventura Blvd., Studio City 91604
Days/Hours of Operation	Three times a week (Monday-Wednesday-Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	14
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	N/A
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Hand water is required at this site.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06503

Region 4 Facility No. 25	
Department/Facility	Public Health/North Hollywood Public Health Center
Address	5300 Tujunga Ave., North Hollywood 91601
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	8
Number of Palm Trees	2
Number of Planters	3
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes/Not working

General Service Requirements	Frequency
3.1 9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03902

Region 4 Facility No. 26	
Department/Facility	Probation/East San Fernando Valley Area Office
Address	14414 Delano St., Van Nuys 91401
Days/Hours of Operation	Two times a week (Tuesday & Thursday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	4
Number of Palm Trees	0
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Hand watering is required at this site

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06497

Region 4 Facility No. 27	
Department/Facility	Registrar Recorder-County Clerk/Administrative Center Building
Address	14340 Sylvan St., Van Nuys 91401
Days/Hours of Operation	Weekly (Wednesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	4
Number of Palm Trees	0
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Roof gutters to be cleaned last Wednesday of each month.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00681

Region 4 Facility No. 28	
Department/Facility	DCFS/ Zev Yaroslavsky Family Support Center
Address	7555 Van Nuys Blvd., Van Nuys 91405
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	318
Number of Palm Trees	41
Number of Planters	63
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
3.1 9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Contractor responsible to pay for the Irrigations System Subscription access should be shared with ISD.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06501

Region 4 Facility No. 29	
Department/Facility	Health Services/Canoga Park Health Center
Address	7107 Remmet Ave., Canoga Park 91303
Days/Hours of Operation	Once a week (Tuesday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	5
Number of Palm Trees	1
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Hand watering is required at some areas at this site.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06504

Region 4 Facility No. 30	
Department/Facility	Public Health/Pacoima Public Health Center
Address	13300 Van Nuys Blvd., Pacoima 91331
Days/Hours of Operation	Once a week (Monday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	3
Number of Palm Trees	2
Number of Planters	3
Shrubs	Yes
Hedges	No
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06320

Region 4 Facility No. 31	
Department/Facility	Fire/Support Service Complex Main Office, Warehouse, Trailers 1 & 2
Address	12605 Osborne Street, Pacoima 91331
Days/Hours of Operation	Three times a week (Monday-Wednesday-Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	55
Number of Planters	25
Shrubs	Yes
Hedges	Yes
Grass	N/A
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Monday, Wednesday, Friday
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Aerial map attached Palm tree maintenance is the only tree service included for this location.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 07171

Region 4 Facility No. 32	
Department/Facility	ISD/District 2 Facilities Operations Service Building
Address	13811 Del Sur St., San Fernando 91340
Days/Hours of Operation	Once a week (Monday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	13
Number of Palm Trees	0
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 03825

Region 4 Facility No. 33	
Department/Facility	Mental Health/Sheila Kuehl Family Wellness Center
Address	919 1 st St., San Fernando 91340
Days/Hours of Operation	Two times a month (2 nd & 4 th Tuesday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	28
Number of Palm Trees	0
Number of Planters	14
Shrubs	N/A
Hedges	N/A
Grass	N/A
Irrigation System	Yes

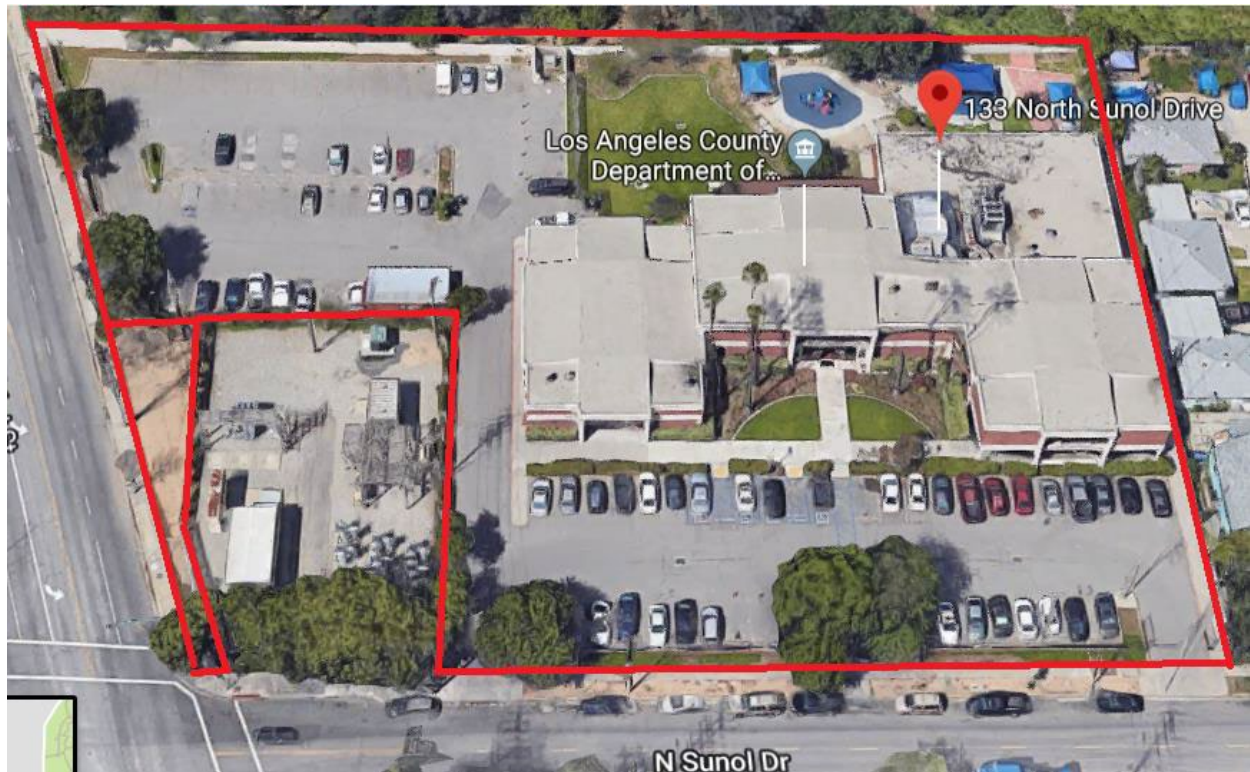
General Service Requirements	Frequency
9.1 Mowing	NA
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Has 2 planters and a tree inside the patio area behind the side gate.

FOS District: NORTH

EXHIBIT 5 – FACILITY SITE MAPS

133 N. Sunol Drive, Los Angeles, CA, 90063



Disclaimer:

The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc., to be serviced. This merely serves to represent the boundaries of the above facility. April 2023

1100 N. Eastern, Los Angeles, CA, 90063 (Winterization Project)



Disclaimer:

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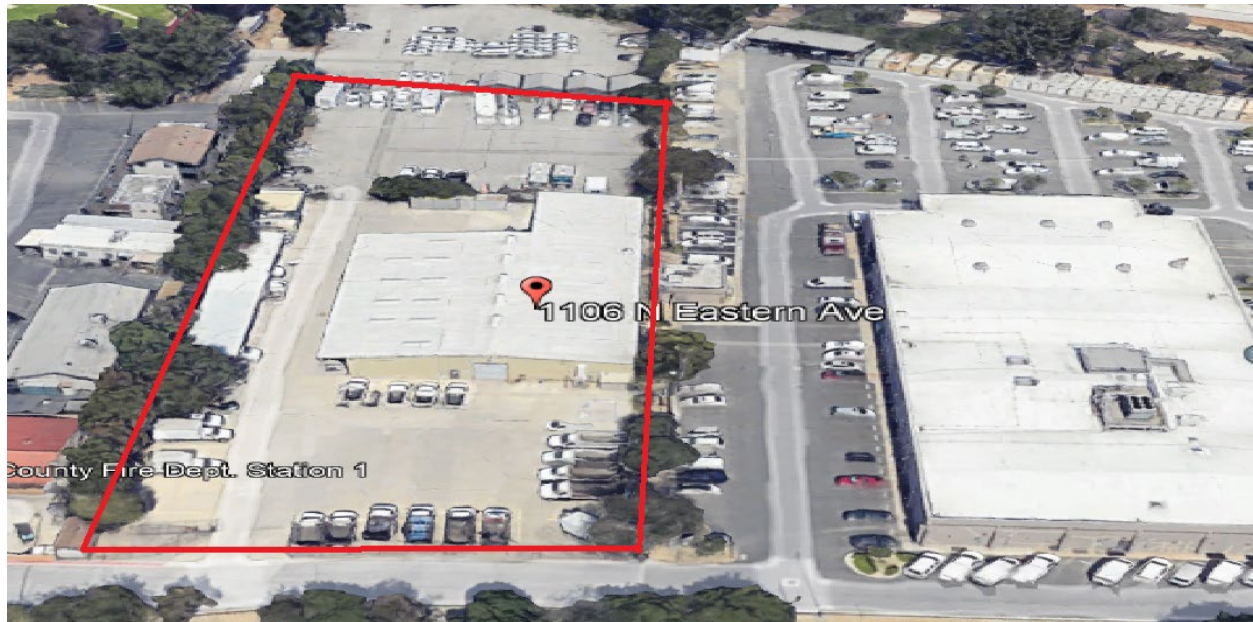
1100 N. Eastern, Los Angeles, CA, 90063



Disclaimer:

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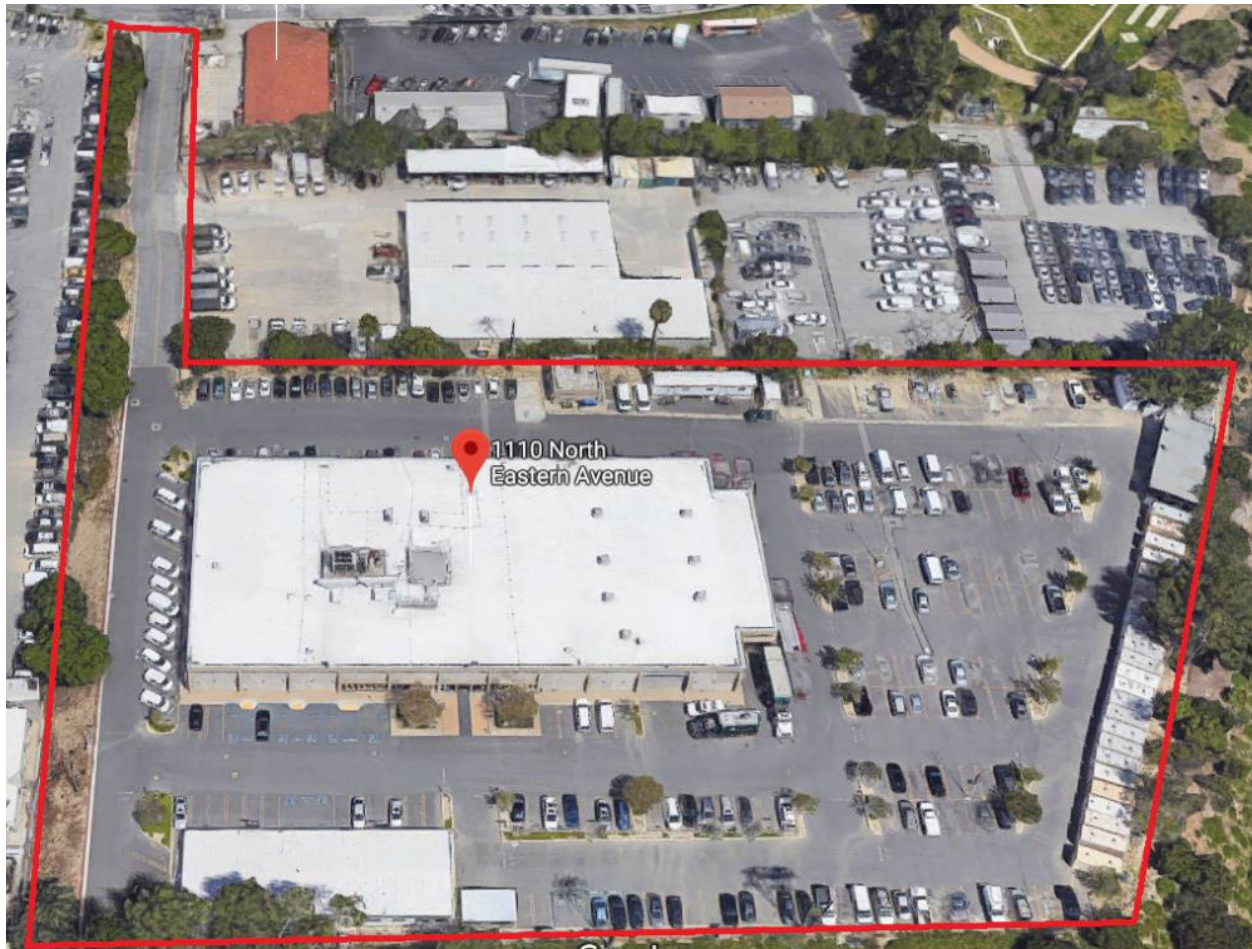
1106 N. Eastern, Los Angeles, CA, 90063



Disclaimer:

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1110 N. Eastern, Los Angeles, CA, 90063



Disclaimer:

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1060 N. Eastern, Los Angeles, CA, 90063



Disclaimer:

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4500 City Terrace Dr, Los Angeles, CA, 90063



Disclaimer:

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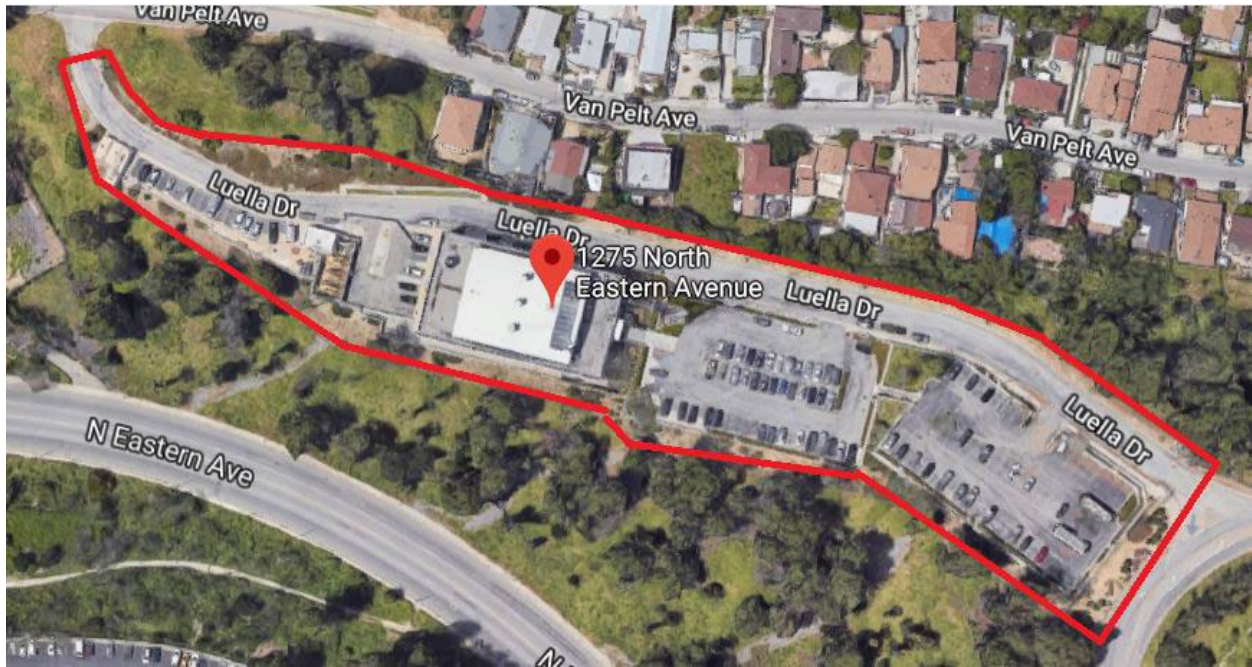
1277 N. Eastern, Los Angeles, CA, 90063



Disclaimer:

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1275 N. Eastern, Los Angeles, CA, 90063



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1320 N. Eastern, Los Angeles, CA, 90063



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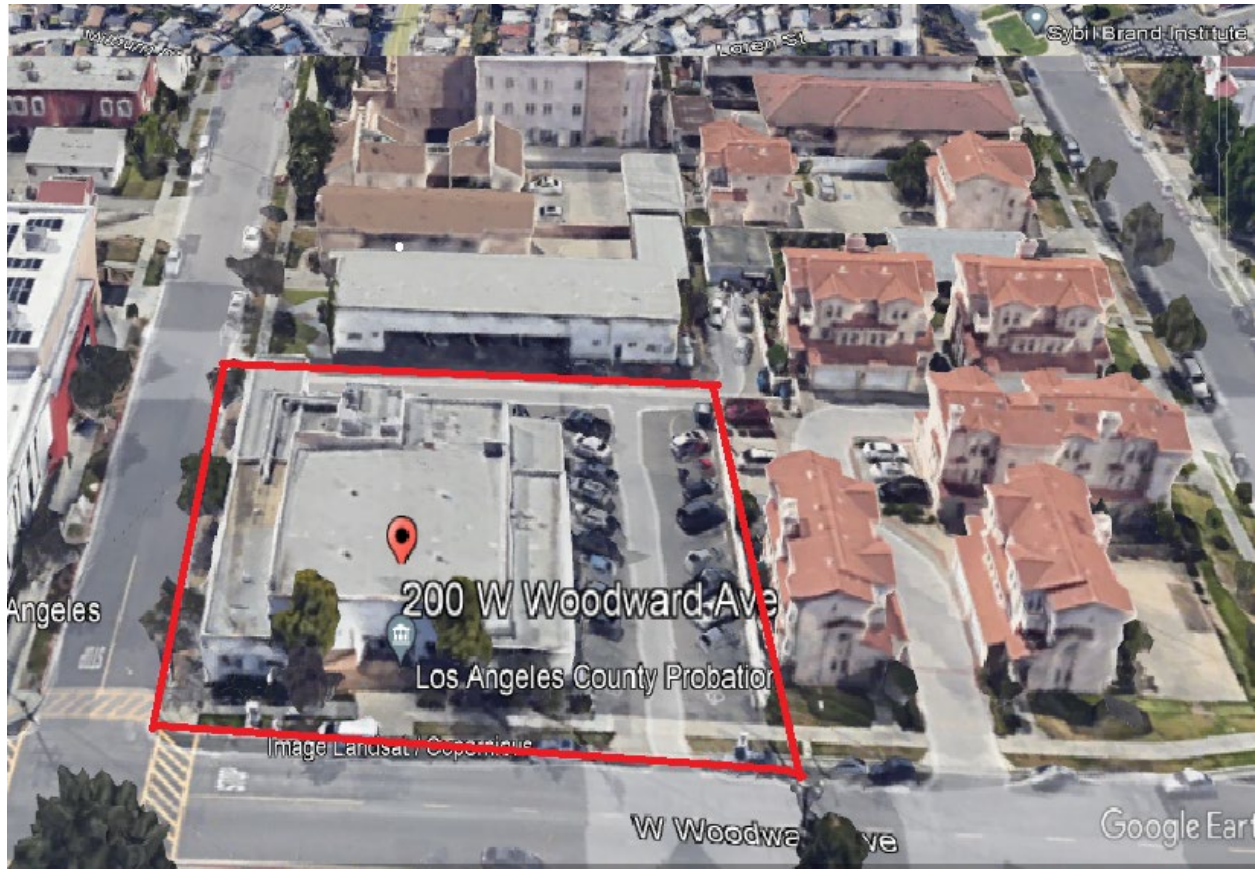
4700 W. Ramona Blvd, Monterey Park, CA, 91754



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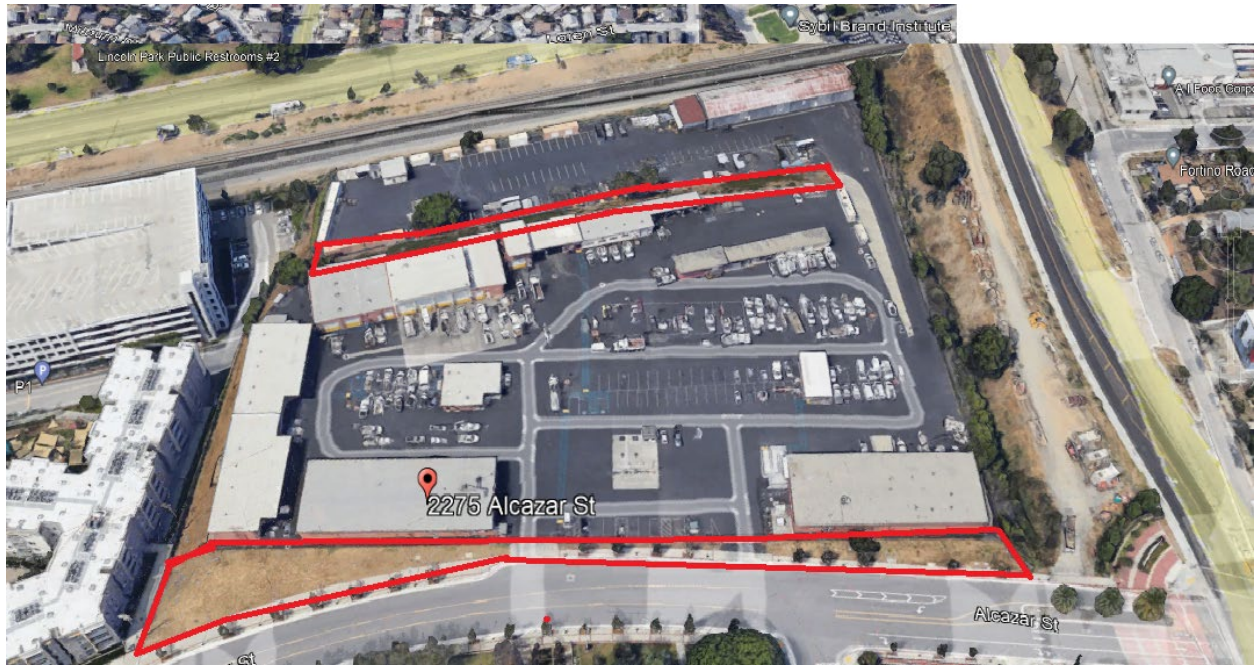
200 W. Woodward, Alhambra, CA, 91801



Disclaimer:

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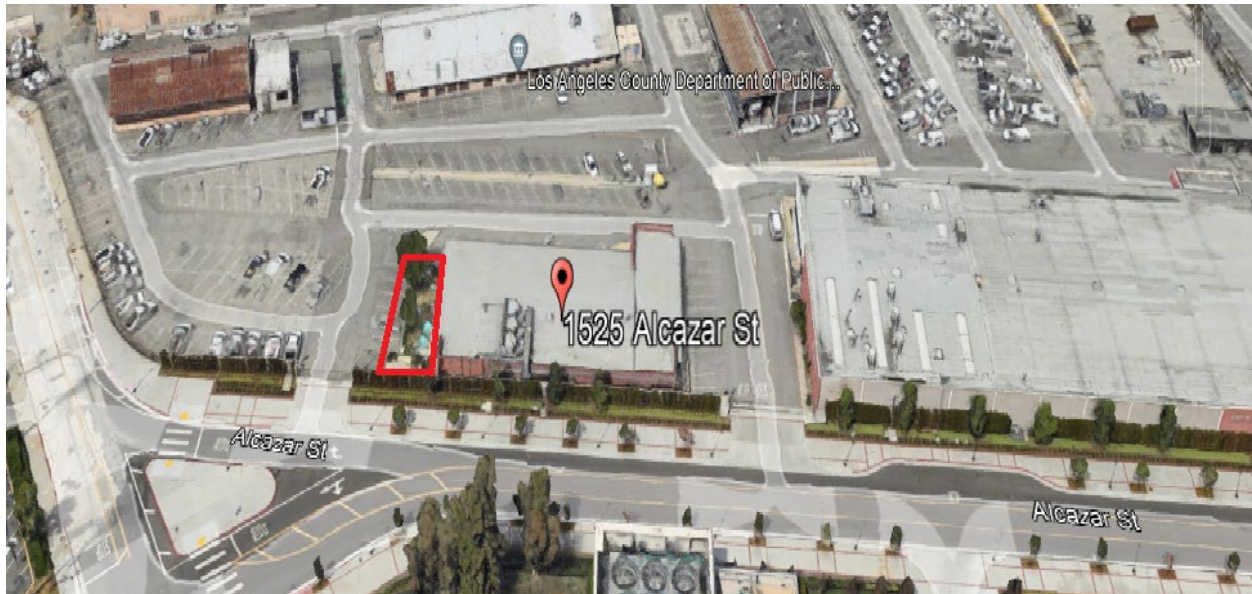
2275 Alcazar St, Los Angeles, CA, 90033



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1525 Alcazar St, Los Angeles, CA, 90033



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1601 Eastlake Ave, Los Angeles, CA, 90033



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1605 Eastlake Ave, Los Angeles, CA, 90033



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4077 N Mission Rd., Los Angeles, CA, 90032



Disclaimer:

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2200 Humboldt St, Los Angeles, CA, 90031



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955 Lake Ave, Pasadena, CA, 91104



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560 E. Mariposa St, Altadena, CA, 91101



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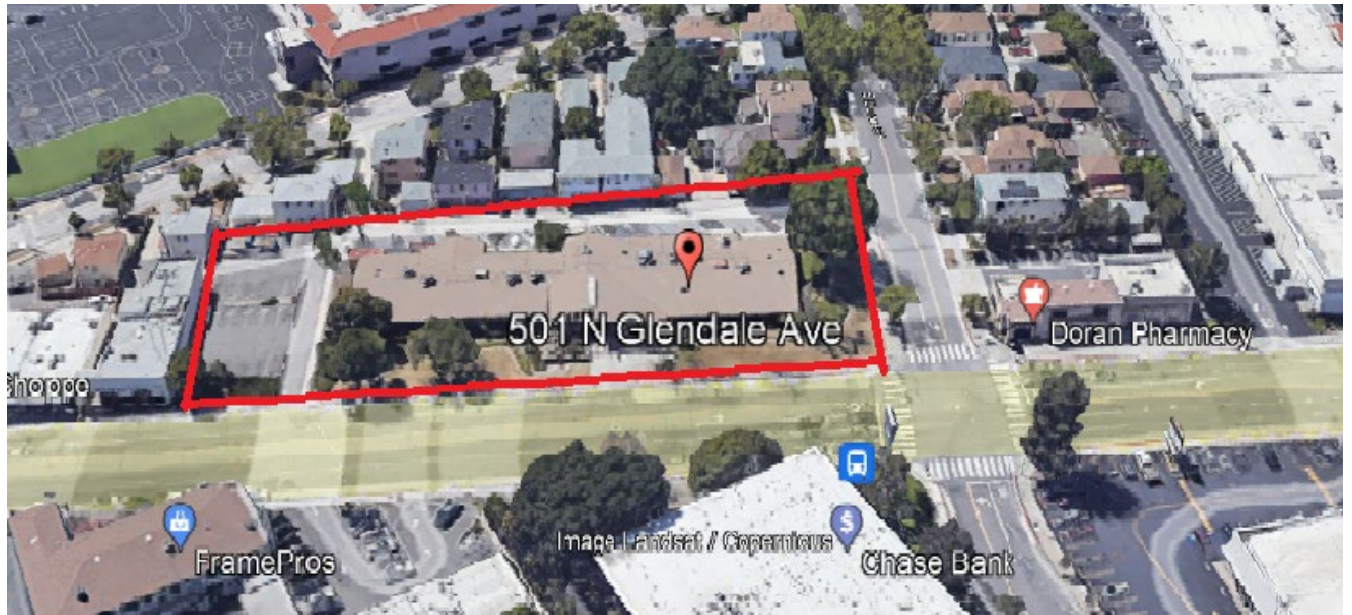
730 E Altadena Drive, Altadena, CA, 91101



Disclaimer:

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501 N. Glendale Ave, Glendale, CA, 91206



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1101 W. Magnolia Blvd, Burbank, CA, 91506



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10801 Ventura Blvd , Studio City, CA, 91604



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5300 Tujunga Ave, North Hollywood, CA, 91601



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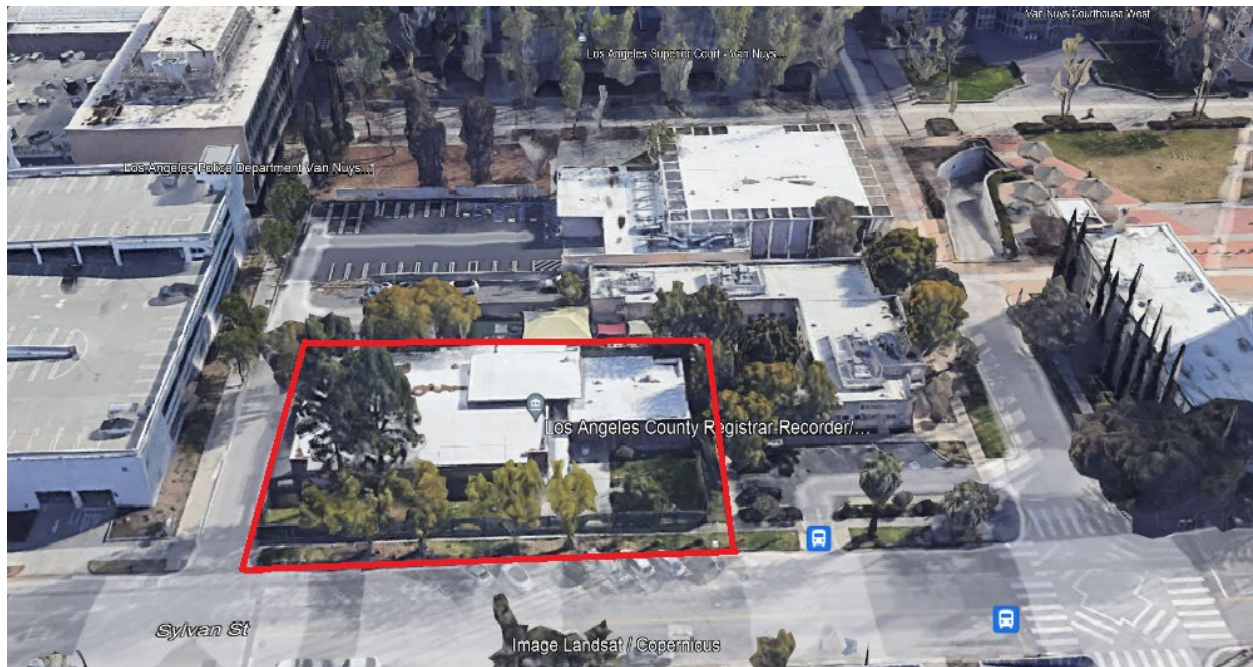
14414 Delano St., Van Nuys, CA, 91401



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14340 Sylvan St., Van Nuys, CA, 91401



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7555 Van Nuys Blvd., Van Nuys CA, 91405



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7107 Remmet Ave, Canoga Park, CA, 91303



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13300 Van Nuys Blvd. , Pacoima, CA, 91331



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12605 Osborn St , Pacoima, CA, 91331



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13811 Del Sur St., San Fernando, CA, 91340



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919 1st St., San Fernando, CA, 91340



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ISD
OPERATIONS SERVICE
CUSTODIAL & LANDSCAPING SERVICES DIVISION

MONTHLY CONTRACTOR PERFORMANCE SUMMARY

Inspection Type			
Contractor			
Contract Person			
Contract Monitor			
Inspection for Month of			
Address			
Facility Name:			
County Department			

GENERAL CUSTODIAL SERVICES - UNACCEPTABLE CONDITIONS/CORRECTIVE ACTION NEEDED:

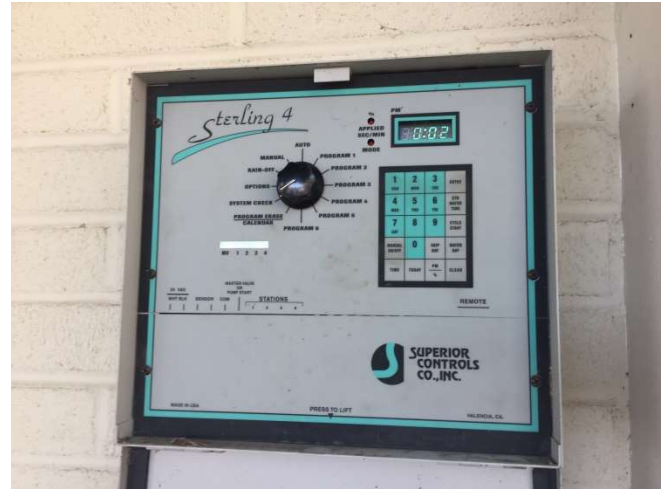
LOCATION	SOW#	LITTER CONTROL	COMMENTS
On the East Side of building	9.4.A	Frequency: Each visit.	
On the East Side of building	9.4.B	Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as Countys Projector Manager or his designee deems practical.	Remove the debris paper, trash
On the East Side of building	9.4.C	All litter and debris occurring as a result of Contractors operations shall be removed from the landscaped area immediately following such operations.	
On the East Side of building	9.4.D	Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.	
On the East Side of building	9.4.E	Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.	
On the East Side of building	9.4.F	Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor shall submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.	

ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Facility Name:	Observation Date:
Address:	Monitor/Section Manager:
Contractor:	District:

Irrigation Controller #1

Make:
Model:
Location:
Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial Notes:
Stations: Notes:
Days and Hours:



(*Every station should control one RCV)

Valve#_1_ (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Valve# 2 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



Valve# 3 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



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ISD SIGNATURE

DATE

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CONTRACTOR SIGNATURE

DATE

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

SOW (Click all that was done)

<input type="checkbox"/> SOW 9.1 Mowing	<input type="checkbox"/> SOW 9.10 Rodent Control
<input type="checkbox"/> SOW 9.2 Edging/Detailing/Weed Control	<input type="checkbox"/> SOW 10.1 Chemical Edging/Detailing
<input type="checkbox"/> SOW 9.3 Weed Control	<input type="checkbox"/> SOW 10.2 Trimming and Crowning of Trees
<input type="checkbox"/> SOW 9.4 Litter Control	<input type="checkbox"/> SOW 10.3 Aerification
<input type="checkbox"/> SOW 9.5 Raking	<input type="checkbox"/> SOW 10.4 Fertilization
<input type="checkbox"/> SOW 9.6 Pruning of trees, hedges, ground cover	<input type="checkbox"/> SOW 10.5 Renovation/Vertical Mowing
<input type="checkbox"/> SOW 9.7 Watering	<input type="checkbox"/> SOW 10.6 Cultivating
<input type="checkbox"/> SOW 9.8 Irrigation system maintenance	<input type="checkbox"/> SOW 10.7 Turf Reseeding/Restoration of Bare Areas
<input type="checkbox"/> SOW 9.9 Disease/Insect Control	<input type="checkbox"/> Other _____

NOTES

RECOMMENDATION

PICTURES: to be provided if required. Use Additional pages if necessary

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

**LANDSCAPE SERVICES
PRICING SHEET
REGION 4**

EXHIBIT B

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
09014	1	Aging & Disabilities/East Los Angeles Service Center	133 N. Sunol Dr	East Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$800.00	\$800.00	\$800.00	\$800.00	
		Aerification (SOW 10.3)			\$150.00	\$150.00	\$150.00	\$150.00	
		Fertilization (SOW 10.4)			\$75.00	\$75.00	\$75.00	\$75.00	
		All other services (Services within HRS/Days of Operation)			\$3,155.00	\$3,155.00	\$3,155.00	\$3,155.00	
		Monthly Total:			\$4,180.00	\$4,180.00	\$4,180.00	\$4,180.00	
07022	2	ISD/Administrative Headquarters	1100 N. Eastern Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	
		Aerification (SOW 10.3)			\$300.00	\$300.00	\$300.00	\$300.00	
		Fertilization (SOW 10.4)			\$150.00	\$150.00	\$150.00	\$150.00	
		All other services (Services within HRS/Days of Operation)			\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	
		Monthly Total:			\$7,680.00	\$7,680.00	\$7,680.00	\$7,680.00	
07022/ 13160	3	ISD/Winterization of Dolores Canning Hillside	1100 N. Eastern Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$2,730.00	\$2,730.00	\$2,730.00	\$2,730.00	
		Monthly Total:			\$3,980.00	\$3,980.00	\$3,980.00	\$3,980.00	
07029	4	ISD/Special Events	1106 N. Eastern Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$500.00	\$500.00	\$500.00	\$500.00	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	
		Monthly Total:			\$2,180.00	\$2,180.00	\$2,180.00	\$2,180.00	
10230	5	ISD/Telecommunications Building	1110 N. Eastern Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$800.00	\$800.00	\$800.00	\$800.00	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	
		Monthly Total:			\$2,680.00	\$2,680.00	\$2,680.00	\$2,680.00	
00170	6	Sheriff/Sheriff Training Bureau	1060 N. Eastern Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		N/A	N/A	N/A	N/A	
		Aerification (SOW 10.3)			\$500.00	\$500.00	\$500.00	\$500.00	
		Fertilization (SOW 10.4)			\$250.00	\$250.00	\$250.00	\$250.00	
		All other services (Services within HRS/Days of Operation)			\$6,430.00	\$6,430.00	\$6,430.00	\$6,430.00	
		Monthly Total:			\$7,180.00	\$7,180.00	\$7,180.00	\$7,180.00	
02300	7	Sheriff/Sybil Brand Main Jail Building	4500 E. City Terrace Dr	Monterey Park					
		Tree Trimming (SOW 10.2)	Periodic Services		N/A	N/A	N/A	N/A	
		Aerification (SOW 10.3)			\$300.00	\$300.00	\$300.00	\$300.00	
		Fertilization (SOW 10.4)			\$150.00	\$150.00	\$150.00	\$150.00	
		All other services (Services within HRS/Days of Operation)			\$2,730.00	\$2,730.00	\$2,730.00	\$2,730.00	
		Monthly Total:			\$3,180.00	\$3,180.00	\$3,180.00	\$3,180.00	
11857	8	Sheriff/Central Communications Center	1277 N. Eastern Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$750.00	\$750.00	\$750.00	\$750.00	
		Aerification (SOW 10.3)			\$300.00	\$300.00	\$300.00	\$300.00	
		Fertilization (SOW 10.4)			\$150.00	\$150.00	\$150.00	\$150.00	
		All other services (Services within HRS/Days of Operation)			\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00	
		Monthly Total:			\$3,180.00	\$3,180.00	\$3,180.00	\$3,180.00	
09449	9	Sheriff/EOC County Emergency Operations Center	1275 N. Eastern Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$750.00	\$750.00	\$750.00	\$750.00	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00	
		Monthly Total:			\$2,730.00	\$2,730.00	\$2,730.00	\$2,730.00	
05910	10	Fire/Fire Headquarters & Slope	1320 N. Eastern Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$950.00	\$950.00	\$950.00	\$950.00	
		Aerification (SOW 10.3)			\$300.00	\$300.00	\$300.00	\$300.00	
		Fertilization (SOW 10.4)			\$150.00	\$150.00	\$150.00	\$150.00	
		All other services (Services within HRS/Days of Operation)			\$3,280.00	\$3,280.00	\$3,280.00	\$3,280.00	
		Monthly Total:			\$4,680.00	\$4,680.00	\$4,680.00	\$4,680.00	
09395	11	Sheriff/Sherman Block Sheriff's Headquarters Building	4700 W. Ramona Bl	Monterey Park					
		Tree Trimming (SOW 10.2)	Periodic Services		N/A	N/A	N/A	N/A	
		Aerification (SOW 10.3)			\$300.00	\$300.00	\$300.00	\$300.00	
		Fertilization (SOW 10.4)			\$150.00	\$150.00	\$150.00	\$150.00	

LANDSCAPE SERVICES
PRICING SHEET
REGION 4

EXHIBIT B

					MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	
BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY					COMMENTS
		All other services (Services within HRS/Days of Operation)			\$4,230.00	\$4,230.00	\$4,230.00	\$4,230.00	
		Monthly Total:			\$4,680.00	\$4,680.00	\$4,680.00	\$4,680.00	
03605	12	Probation/Pre-Release Center AB109	200 W. Woodward Ave	Alhambra					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.00	\$300.00	\$300.00	\$300.00	
		Aerification (SOW 10.3)			\$150.00	\$150.00	\$150.00	\$150.00	
		Fertilization (SOW 10.4)			\$75.00	\$75.00	\$75.00	\$75.00	
		All other services (Services within HRS/Days of Operation)			\$880.00	\$880.00	\$880.00	\$880.00	
		Monthly Total:			\$1,405.00	\$1,405.00	\$1,405.00	\$1,405.00	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 4**

EXHIBIT B

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
09106	13	Public Works/Public Works Central Yard	2275 Alcazar St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		N/A	N/A	N/A	N/A	
		Aerification (SOW 10.3)			\$80.00	\$80.00	\$80.00	\$80.00	
		Fertilization (SOW 10.4)			\$40.00	\$40.00	\$40.00	\$40.00	
		All other services (Services within HRS/Days of Operation)			\$860.00	\$860.00	\$860.00	\$860.00	
		Monthly Total:			\$980.00	\$980.00	\$980.00	\$980.00	
09105	14	Public Works/Public Works Central Yard	1525 Alcazar St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		N/A	N/A	N/A	N/A	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$680.00	\$680.00	\$680.00	\$680.00	
		Monthly Total:			\$680.00	\$680.00	\$680.00	\$680.00	
00054	15	Superior Court/Eastlake Juvenile Hall	1601 Eastlake Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$500.00	\$500.00	\$500.00	\$500.00	
		Aerification (SOW 10.3)			\$150.00	\$150.00	\$150.00	\$150.00	
		Fertilization (SOW 10.4)			\$75.00	\$75.00	\$75.00	\$75.00	
		All other services (Services within HRS/Days of Operation)			\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	
		Monthly Total:			\$3,705.00	\$3,705.00	\$3,705.00	\$3,705.00	
00480	16	Probation/Central Juvenile Hall	1605 Eastlake Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$950.00	\$950.00	\$950.00	\$950.00	
		Aerification (SOW 10.3)			\$750.00	\$750.00	\$750.00	\$750.00	
		Fertilization (SOW 10.4)			\$375.00	\$375.00	\$375.00	\$375.00	
		All other services (Services within HRS/Days of Operation)			\$5,605.00	\$5,605.00	\$5,605.00	\$5,605.00	
		Monthly Total:			\$7,680.00	\$7,680.00	\$7,680.00	\$7,680.00	
05305	17	DPSS/Lincoln Heights WS District Office	4077 Mission Rd	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.00	\$300.00	\$300.00	\$300.00	
		Aerification (SOW 10.3)			\$80.00	\$80.00	\$80.00	\$80.00	
		Fertilization (SOW 10.4)			\$40.00	\$40.00	\$40.00	\$40.00	
		All other services (Services within HRS/Days of Operation)			\$1,380.00	\$1,380.00	\$1,380.00	\$1,380.00	
		Monthly Total:			\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	
05268	18	DPSS/East LA Grow Employment Services Center	2200 N. Humboldt St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		N/A	N/A	N/A	N/A	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$780.00	\$780.00	\$780.00	\$780.00	
		Monthly Total:			\$780.00	\$780.00	\$780.00	\$780.00	
05303	19	DPSS/Pasadena AP District Office	955 N. Lake Ave	Pasadena					
		Tree Trimming (SOW 10.2)	Periodic Services		\$600.00	\$600.00	\$600.00	\$600.00	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	
		Monthly Total:			\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	
10533	20	Aging & Disabilities/Altadena Senior Center	560 E. Mariposa St	Altadena					
		Tree Trimming (SOW 10.2)	Periodic Services		\$600.00	\$600.00	\$600.00	\$600.00	
		Aerification (SOW 10.3)			\$300.00	\$300.00	\$300.00	\$300.00	
		Fertilization (SOW 10.4)			\$150.00	\$150.00	\$150.00	\$150.00	
		All other services (Services within HRS/Days of Operation)			\$2,180.00	\$2,180.00	\$2,180.00	\$2,180.00	
		Monthly Total:			\$3,230.00	\$3,230.00	\$3,230.00	\$3,230.00	
10545	21	Aging & Disabilities/Altadena Community Center	730 E. Altadena Dr	Altadena					
		Tree Trimming (SOW 10.2)	Periodic Services		\$700.00	\$700.00	\$700.00	\$700.00	
		Aerification (SOW 10.3)			\$300.00	\$300.00	\$300.00	\$300.00	
		Fertilization (SOW 10.4)			\$150.00	\$150.00	\$150.00	\$150.00	
		All other services (Services within HRS/Days of Operation)			\$2,030.00	\$2,030.00	\$2,030.00	\$2,030.00	
		Monthly Total:			\$3,180.00	\$3,180.00	\$3,180.00	\$3,180.00	
03707	22	Public Health/Glendale Public Health Center	501 N. Glendale Ave	Glendale					
		Tree Trimming (SOW 10.2)	Periodic Services		\$700.00	\$700.00	\$700.00	\$700.00	
		Aerification (SOW 10.3)			\$100.00	\$100.00	\$100.00	\$100.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$2,030.00	\$2,030.00	\$2,030.00	\$2,030.00	
		Monthly Total:			\$2,880.00	\$2,880.00	\$2,880.00	\$2,880.00	
06440	23	Public Health/Burbank Public Health Center	1101 W. Magnolia Bl	Burbank					
		Tree Trimming (SOW 10.2)	Periodic Services		N/A	N/A	N/A	N/A	
		Aerification (SOW 10.3)			\$120.00	\$120.00	\$120.00	\$120.00	
		Fertilization (SOW 10.4)			\$60.00	\$60.00	\$60.00	\$60.00	
		All other services (Services within HRS/Days of Operation)			\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	
		Monthly Total:			\$1,380.00	\$1,380.00	\$1,380.00	\$1,380.00	

LANDSCAPE SERVICES
PRICING SHEET
REGION 4

EXHIBIT B

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
10871	24	Public Works/Ventura Park & Ride	10801 Ventura Bl	Studio City					
		Tree Trimming (SOW 10.2)	Periodic Services		\$250.00	\$250.00	\$250.00	\$250.00	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$1,080.00	\$1,080.00	\$1,080.00	\$1,080.00	
		Monthly Total:			\$1,330.00	\$1,330.00	\$1,330.00	\$1,330.00	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 4**

EXHIBIT B

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
06503	25	Public Health/North Hollywood Public Health Center	5300 Tujunga Ave	North Hollywood					
		Tree Trimming (SOW 10.2)	Periodic Services		\$500.00	\$500.00	\$500.00	\$500.00	
		Aerification (SOW 10.3)			\$200.00	\$200.00	\$200.00	\$200.00	
		Fertilization (SOW 10.4)			\$100.00	\$100.00	\$100.00	\$100.00	
		All other services (Services within HRS/Days of Operation)			\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00	
		Monthly Total:			\$2,780.00	\$2,780.00	\$2,780.00	\$2,780.00	
03902	26	Probation/East San Fernando Valley Area Office	14414 Delano St	Van Nuys					
		Tree Trimming (SOW 10.2)	Periodic Services		\$350.00	\$350.00	\$350.00	\$350.00	
		Aerification (SOW 10.3)			\$100.00	\$100.00	\$100.00	\$100.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$1,180.00	\$1,180.00	\$1,180.00	\$1,180.00	
		Monthly Total:			\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	
06497	27	Registrar-Recorder-County Clerk/Administrative Center Building	14340 Sylvan St	Van Nuys					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.00	\$300.00	\$300.00	\$300.00	
		Aerification (SOW 10.3)			\$200.00	\$200.00	\$200.00	\$200.00	
		Fertilization (SOW 10.4)			\$100.00	\$100.00	\$100.00	\$100.00	
		All other services (Services within HRS/Days of Operation)			\$1,080.00	\$1,080.00	\$1,080.00	\$1,080.00	
		Monthly Total:			\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	
00681	28	DCFS/Zev Yaroslavsky Family Support Center	7555 Van Nuys Bl	Van Nuys					
		Tree Trimming (SOW 10.2)	Periodic Services		\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	
		Aerification (SOW 10.3)			\$500.00	\$500.00	\$500.00	\$500.00	
		Fertilization (SOW 10.4)			\$250.00	\$250.00	\$250.00	\$250.00	
		All other services (Services within HRS/Days of Operation)			\$5,630.00	\$5,630.00	\$5,630.00	\$5,630.00	
		Monthly Total:			\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00	
06501	29	Health Services/Canoga Park Health Center	7107 Remmet Ave	Canoga Park					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.00	\$300.00	\$300.00	\$300.00	
		Aerification (SOW 10.3)			\$100.00	\$100.00	\$100.00	\$100.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	
		Monthly Total:			\$1,730.00	\$1,730.00	\$1,730.00	\$1,730.00	
06504	30	Public Health/Pacoima Public Health Center	13300 Van Nuys Bl	Pacoima					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.00	\$300.00	\$300.00	\$300.00	
		Aerification (SOW 10.3)			\$100.00	\$100.00	\$100.00	\$100.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$780.00	\$780.00	\$780.00	\$780.00	
		Monthly Total:			\$1,230.00	\$1,230.00	\$1,230.00	\$1,230.00	
06320	31	Fire/Support Service Complex Main Office, Warehouse, Trailers 1 & 2	12605 Osborne St	Pacoima					
		Tree Trimming (SOW 10.2)	Periodic Services		\$900.00	\$900.00	\$900.00	\$900.00	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$4,700.00	\$4,700.00	\$4,700.00	\$4,700.00	
		Monthly Total:			\$5,600.00	\$5,600.00	\$5,600.00	\$5,600.00	
07171	32	ISD/District 2 Facilities Operations Service Building	13811 Del Sur St	San Fernando					
		Tree Trimming (SOW 10.2)	Periodic Services		\$400.00	\$400.00	\$400.00	\$400.00	
		Aerification (SOW 10.3)			\$100.00	\$100.00	\$100.00	\$100.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$750.00	\$750.00	\$750.00	\$750.00	
		Monthly Total:			\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	
03825	33	Mental Health/Sheila Kuehl Family Wellness Center	919 1st St	San Fernando					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.00	\$300.00	\$300.00	\$300.00	
		Aerification (SOW 10.3)			N/A	N/A	N/A	N/A	
		Fertilization (SOW 10.4)			N/A	N/A	N/A	N/A	
		All other services (Services within HRS/Days of Operation)			\$700.00	\$700.00	\$700.00	\$700.00	
		Monthly Total:			\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
GRAND TOTAL:					\$102,920.00	\$102,920.00	\$102,920.00	\$102,920.00	

ADDITIONAL SERVICES*				
SERVICE	RATE (\$) Effective 10/01/24	RATE (\$) Effective 10/01/25	RATE (\$) Effective 10/01/26	RATE (\$) Effective 10/01/27 and Beyond
Facility Additions - Staffing	N/A	N/A	N/A	N/A
Landscape Laborer (Hourly Rate)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Principal Landscaper (Hourly Rate)	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
Supervisor (Hourly Rate)	\$ 33.00	\$ 33.00	\$ 33.00	\$ 33.00

Notes*

LANDSCAPE SERVICES
PRICING SHEET
REGION 4

EXHIBIT B

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
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These rates shall be fully burdened.

Effective January 1, 2025 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.

Exclusive document to be used as Contractor's pricing sheet, as indicated in Sample Contract, Paragraph 5.1.

Company name: Landsco inc.

REGION NO.	FACILITY NO.	FACILITY NAME/LOCATION	ADDRESS	CITY	EMPLOYEE NAME OR	POSITION TITLE	FULL TIME/PART TIME	WORK SCHEDULE	HRS/DAY	HOURS							WEEKLY HOURS			HOURLY RATE
										MON	TUE	WED	THU	FRI	SAT	SUN	COUNTY	NON-COUNTY	TOTAL	
4		Sylmar yard	13630 Polk st	Sylmar	E1	Forman	Fulltime	6AM - 3PM	8	8	8	8	8	8			40	0	40	26
4		Sylmar yard	13630 Polk st	Sylmar	E2	Laborer	Fulltime	6AM - 3PM	8	8	8	8	8	8			40	0	40	24
4		Sylmar yard	13630 Polk st	Sylmar	E3	Laborer	Fulltime	6AM - 3PM	8	8	8	8	8	8			40	0	40	24
4		Sylmar yard	13630 Polk st	Sylmar	E4	Forman	Fulltime	6AM - 3PM	8	8	8	8	8	8			40	0	40	26
4		Sylmar yard	13630 Polk st	Sylmar	E5	Laborer	Fulltime	6AM - 3PM	8	8	8	8	8	8			40	0	40	24
4		Sylmar yard	13630 Polk st	Sylmar	E6	Forman	Fulltime	6AM - 3PM	8		8	8	8	8	8		40	0	40	26
4		Sylmar yard	13630 Polk st	Sylmar	E7	Laborer	Fulltime	6AM - 3PM	8		8	8	8	8	8		40	0	40	24
4		Sylmar yard	13630 Polk st	Sylmar	E8	Supervisor	Fulltime	6AM - 3PM	8	8	8	8	8	8			40	0	40	28
		TOTAL															320	0	320	

COUNTY'S ADMINISTRATION

CONTRACT NO. GCS-I10820-C

COUNTY'S PROJECT DIRECTOR:

Name: Christie Carr
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-mail Address: ccarr@isd.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: Anthony Davis
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
elephone: 323-607-1073
E-mail Address: ADavis@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Contract Monitors
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

Landsco Inc.

CONTRACTOR'S NAME

CONTRACT NO. GCS-I10820-C

CONTRACTOR'S PROJECT MANAGER:

Name: Fernando Mercado Jr.
Title: Supervisor
Address: 15626 Olden st.
Sylmar, CA 91342
Telephone: 818-521-8642
Facsimile:
E-mail Address: service@landsco-inc.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Fernando Mercado
Title: General Manager
Address: 15626 Olden st.
Sylmar, CA 91342
Telephone: 818-335-2810
Facsimile:
E-mail Address: landscape@landsco-inc.com

Name: Richard Mercado
Title: Supervisor
Address: 15626 Olden st.
Sylmar, CA 91342
Telephone: 818-521-9126
Facsimile:
E-mail Address: landscape@landsco-inc.com

NOTICES TO CONTRACTOR:

Name: Fernando Mercado Jr.
Title: Supervisor
Address: 15626 Olden st.
Sylmar, CA 91342
Telephone: 818-521-8642
Facsimile:
E-mail Address: service@landsco-inc.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Landsco Inc. Contract No GCS-I10820-C

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 must 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: Fernando Mercado Jr. DATE: 7/14/2024

PRINTED NAME: Fernando Mercado Jr.

POSITION: Supervisor

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, Fernando Mercado Jr. (Name of Owner or Company Representative) Supervisor (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by Landsco Inc. (Contractor/Subcontractor) on the GCS-I10820-C (contract) that during the payroll period commencing on the 1st (day) of October 2024 (Month and Year) and ending the 1st (day) of October 2028 (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 Landsco Inc. (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

Fernando Mercado Jr. , Supervisor

Owner or Company Representative Signature:

Fernando Mercado Jr.

Date: 7/14/2024

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.

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 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 Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	CPI

Effective January 1, 2025, 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.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

CONTRACT GCS-I10821-C



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

STAY GREEN, INC.

FOR

LANDSCAPE SERVICES (REGION 5)

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Staffing Plan Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance

PROP A – LIVING WAGE PROGRAM EXHIBITS

- I** Living Wage Ordinance
- J** Living Wage Rate Annual Adjustments

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
STAY GREEN, INC.
FOR
LANDSCAPE SERVICES**

This Contract ("Contract") made and entered into this 10th day of September, 2024 ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as "County" and Stay Green, Inc., hereinafter referred to as "Contractor". Stay Green, Inc. is located at 26415 Summit Circle, Santa Clarita, CA 91350.

RECITALS

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Staffing Plan Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Living Wage Ordinance
Exhibit J	Living Wage Rate Annual Adjustments

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

2.0 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 agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.5 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **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.
- 2.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 **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:** The County of Los Angeles Internal Services Department which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department (Internal Services Department).
- 2.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.1.16 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.17 **Regions:** Grouping of facilities within areas of Los Angeles County.

- 2.1.18 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.19 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.20 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of six (6) years and six (6) months. Each such extension option may be exercised at the sole discretion of ISD or their designees as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4. The Contractor must notify 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 Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum under this agreement will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B, (Pricing Schedule).
- 5.1.2 The Director of ISD, or their designee, may request approval or delegated authority from the County's Board of Supervisors to supplement the initial total contract amount by up to 10%. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 Department 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). 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 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.
- 5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Custodial & Landscaping Division, Operations Services
Maribel Diaz
MDiaz@isd.lacounty.gov

5.5.5 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.

5.5.6 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)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any 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 Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's 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

- 7.3.1 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.
- 7.3.2 Contractor will assign a sufficient number of employees to perform the required work as defined in the SOW,
- 7.3.3 Contractor will immediately remove any contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that staff have obtained a County 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 County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.
- 7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of

a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

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 Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract 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 Director of ISD or their designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.

8.1.3 The Director of ISD or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (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 Director of ISD or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within seven (7) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within two (2) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Project Manager within one (1) 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 this Paragraph 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**

- 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.
- 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.
- 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.

- 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 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**

- 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.
- 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.
- 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 will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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.

- 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. The Board 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/safely-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 and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default

arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 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.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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.

- 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.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department, General Contracts
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services
Manager II
TMenendez@isd.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will 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 must 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 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- 8.25.5 **Pollution Abatement Liability Insurance:** Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, pollution liability is also required under the contractor's of Subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$1,000,000.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, 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 Director, 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 one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate

private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/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 Director, 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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:
- The Contractor must develop all publicity material in a professional manner; and
 - 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.
- 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 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 of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole

option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

8.39 Recycled Bond Paper

Consistent with the Board's 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:
 - A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - 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:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services Manager II
TMenendez@isd.lacounty.gov

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

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the 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 the 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:
- 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 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

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 appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Integrated Pest Management (IPM) Program Compliance

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

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

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

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- 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:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- 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.

9.0 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

- 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.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 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.
- 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.

- 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.

- **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.

- **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.

- **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

- 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.
- 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.
- 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)

- 9.2.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by

Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Local Small Business Enterprise (LSBE) Preference Program

- 9.3.1 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](#).
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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:

- 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;
- 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
- 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.

9.4 Social Enterprise (SE) Preference Program

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.4.2 Contractor must 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 SE.
- 9.4.3 Contractor must 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 SE.
- 9.4.4 If Contractor has obtained County certification as a SE 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, Contractor will:
- 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;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 entity 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.5.2 Contractor must 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 DVBE.
- 9.5.3 Contractor must 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 DVBE.
- 9.5.4 If Contractor has obtained certification as a DVBE 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, Contractor will:
 - 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;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, 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.

9.6 Organic Waste Recycling

- 9.6.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.6.2 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.
- 9.6.3 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.
- 9.6.4 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.

9.7 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.

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	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.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 September 10, 2024

Edward Yen

EDWARD YEN
EXECUTIVE OFFICER



ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

[Signature]

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Elizabeth Friedman



08/14/2024 12:49 PM PDT

Principal Deputy County Counsel

CONTRACTOR

(Stay Green Inc.)

By

Chris Angelo

Chris Angelo

Name

CEO

Title

COUNTY OF LOS ANGELES

By

[Signature]

Chair, Board of Supervisors

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

EDWARD YEN

Executive Officer

Clerk of the Board of Supervisors

By

[Signature]

Deputy

**CONTRACT FOR
LANDSCAPE SERVICES**

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STATEMENT OF WORK

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1.0 SCOPE OF WORK

Contractor must provide landscape services to County facilities identified in Exhibit B, Pricing Sheets, of the Contract by providing all labor, supervision, equipment, materials, safety gear, and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance, and other related services. Contractor must perform all necessary maintenance tasks as required herein.

The landscaped areas must be maintained at the frequencies identified in Section 10.0 Service Requirements – Ongoing Maintenance Tasks, of this SOW. In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director must resolve said conflict or inconsistency.

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

- 2.1 County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments. Any additional work as a result of Addition/Deletion of facilities must be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.
- 2.2 Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.
- 2.3 The landscaped areas must be maintained with a well-manicured, clean appearance, and all work must be performed in a professional, workmanlike manner using quality equipment and materials. Contractor must not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Project Manager for review. The plan 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, must be provided to the County upon request.

- 3.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

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

The verbal notification may be followed with a formal Contract Discrepancy Report (CDR), as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

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.

4.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification, as determined necessary to assure a sufficient evaluation of Contractor performance.

- Customer complaints or public complaints.
- Exhibit 6, Inspection Report.
- Exhibit 7, Irrigation Assessment Report.
- Exhibit 8, Landscape Service Slips.

4.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in this SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor must notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this contract.
- If the County Project Manager determines assessment for unacceptable performance or corrective actions made outside contract terms, an assessment letter will be sent to the Contractor.

5.0 DEFINITIONS

Pruning: is defined as trim (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.

Trimming: is defined as cutting down to the desired size or shape.

EPA WaterSense certified: Is a partnership program by the U.S. Environmental Protection Agency. The program seeks to help consumers make smart water choices that save money and maintain high environmental standards without compromising performance. Products and services that have earned the WaterSense label have been certified to be at least 20 percent more efficient without sacrificing performance.

Metropolitan Water Districts' SoCal WaterSmart: The SoCal WaterSmart program offers cash rebates on a wide variety of water-saving technologies.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

County does not anticipate assigning any County employee to Contractor on a full-time basis. County personnel will be made available to the Contractor at the

County Project Manager's discretion, to answer questions and provide a liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

6.2 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof must be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Personnel

A. Contractor must assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit 4, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor must designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper must be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor must provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person must visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by email and/or cell phone during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person must have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

1. Contractor must provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request at an additional cost.
 2. Arborist reports at a minimum, must document description and condition of the tree, note issues, damage or areas of concern, and provide information about the cause of issues including site conditions, pest or disease threats or mechanical injury.
 3. Contractor must respond immediately to calls for arborist requests and be at the site within two (2) business days of receiving notification by County.
- E. Contractor must notify County's Contract Monitor, District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor must ensure substitute employee obtains a County Identification (ID) badge prior to providing services.
- F. All services requiring licenses and/or certifications will be performed by properly trained, licensed, and certified personnel.
- G. Contractor must provide and require every employee to wear an appropriate uniform with the company identification at all times. County must approve uniforms prior to contract start date.
- H. Contractor must require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge must be displayed on employees at all times he/she is on County designated property.

6.4 Facility Work Requirements

- A. Contractor must maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.
- B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and must promptly comply with any request by the County Project Manager. Contractor must provide quotes within 48 hours of receipt of request. County reserves the right to seek bids from other contractors for various work on contracted and non-contracted sites.
- C. Contractor must perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection must be both visual and operational. It must include operation of all irrigation systems checking for

proper condition and reliability. Contractor must take immediate steps to correct any observed irregularities and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

- D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor must use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.
- E. Contractor must track all Exhibit 6, Inspection Report, that require corrective action and all CDRs to ensure timely response and compliance.
- F. Contractor must provide quote for additional work within 24 hours from the time of the request.

6.5 Training

- A. Contractor must provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees on a monthly basis. Course material summary along with employee training rosters are due to the County Project Manager five (5) working days prior to month end.
- B. Contractor personnel must be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor must provide proof of training and IIPP records upon County request.
- C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.
- D. Contractor must ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor must control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

6.6 County Required Meetings

- A. Contractor's Project Manager or Supervisor must meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

- B. Contractor's Project Manager or designee must be available to attend all daytime landscape services orientations with County Facility Managers within 24 hours of notification. This must include new facilities that are added to Contractor's services.

6.7 Contractor's Office

Contractor must maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office must be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor must ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. The Contractor must answer phone calls and emails within two (2) hours of receipt of the call and/or email. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

7.0 HOURS/DAY OF WORK

Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

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

8.0 FACILITY SITE MAPS

Exhibit 5, Facility Site Maps, identifies the boundaries for each facility. All services listed within this SOW must be applicable within the boundaries as identified in Exhibit 5, Facility Site Maps.

9.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor must perform during the contract term.

9.1 Mowing

- A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).
- B. Mowing operations must be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

- C. Mowing operations must be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- D. All equipment must be adjusted to the proper cutting heights and must be adequately sharpened. Mowing height must be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.
- E. Walkways must be cleaned immediately following each mowing. All grass clippings must be collected and removed from the site immediately.

9.2 Edging/Detailing/Weed Control

- A. Frequency: Edging - Every week.
- B. All turf areas must be kept neatly edged and all grass invasions eliminated.
- C. When designed edges exist in flowerbeds, these edges must be kept clean, sharp, well defined, and free of weeds and grass invasion.
- D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees must be edged to a neat and uniform line.
- E. The edge of turf must be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.
- F. Mechanical Edging
 - 1. Mechanical edging of turf ground cover and/or fence lines must be performed at each site every week after mowing.
 - 2. Mechanical edging must be completed as one operation in a manner that ensures a well-defined edge.
 - 3. Walkways must be cleaned immediately following each mechanical edging.

9.3 Weed Control

- A. Frequency: Each visit.
- B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

- C. Weeds treated with a contact weed chemical must be left in place for a minimum of seven (7) days. If kill is not complete, a second application must be applied.
- D. Weeds treated using a systematic chemical must be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application must be applied.
- E. After complete kill, all dead weeds must be removed from area.
 - 1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth must be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
 - 2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width must be considered normal.
 - 3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance must be considered normal.
- F. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds must be kept under strict control.
- G. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.
- H. Methods for removal of weeds, turf encroachment, and detailing must incorporate chemical and/or mechanical means of eradication.

9.4 Litter Control

- A. Frequency: Each visit.
- B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation, and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up must be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.
- C. All litter and debris occurring as a result of Contractor's operations must be removed from the landscaped area immediately following such operations.

- D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.
- E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.
- F. Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor must submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.

9.5 Raking

- A. Frequency: Each Visit.
- B. Accumulation of leaves must be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Debris from landscape area must be removed immediately.
- C. Use of handheld blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate “no blowers” or “no gas-powered blowers.”

9.6 Pruning Trees, Hedges, and Ground Cover

- A. Tree Pruning
 - 1. Frequency: As-Needed or at the direction of the County Project Manager.
 - 2. Tree pruning must be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs must be removed at the point of breaking.
 - 3. Trees should be pruned to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards.
 - 4. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
 - 5. All limbs 1-1/2” or greater in diameter must be undercut to prevent splitting.
 - 6. All limbs must be lowered to the ground using a method, which prevents damage to the remaining limbs.
 - 7. All cuts exceeding 1/2” must be treated with an appropriate tree heal compound.
 - 8. All equipment utilized must be clean, sharp, and expressively designed for tree pruning.
 - 9. Climbing spurs must not be used.
 - 10. The initial step of pruning must be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
 - 11. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline.

12. Limbs should extend alternately from the trunk on 12" or 24" spacing.
13. All trees must be thinned of smaller limbs to distribute the foliage evenly.
14. All trees must be trimmed and shaped to provide a symmetrical appearance typical of the species.
15. All suckers and sprouts must be cut flush with the trunk or limb.
16. No stubs will be permitted.
17. All Structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage must be reported to County's Project Manager or his designee.
18. Special emphases must be placed upon public safety during pruning operations, particularly when adjacent to roadways.
19. All trimming and debris must be removed and disposed off-site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances must hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter must be undercut to prevent splitting.
8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth must be removed as they develop.
3. All ground cover areas must be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees must be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees must be repaired or replaced within five (5) working days.
2. All repairs or replacements must be completed in accordance with the following maintenance practices:
 - a) Trees - Minor damage such as bark lost from impact of mowing equipment must be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree must be removed and replaced to comply with the specified instructions of the County Project Manager.
 - b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage must be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
 - c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching must be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.
 - d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement must be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement must be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

9.7 Watering

- A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention must be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, must be taken into consideration. All landscaped and turf areas must be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.
- B. The delivery of adequate moisture to the landscaped areas must include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.
- C. Adequate soil moisture will be determined by programming the irrigation system as follows:
 1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
 2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather

- to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe must be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- D. Watering must be regulated to avoid interference with any use of the facility's roadways, paving or walkways.
 - E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers must be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
 - F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting must be protected from over watering and run-off drowning.
 - G. New turf (up through the sixth mowing) must be watered immediately after mowing.
 - H. All ground cover areas must be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.
 - I. Watering must comply with applicable water restriction regulations and directives.

9.8 Irrigation System Maintenance

- A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.
- B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of \$1,000. Repairs exceeding a cost of \$1,000 should be submitted to the County Project Manager for approval or handling. County is responsible for the back-flow device.
- C. If system is working, Contractor must, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens,

diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:
 - a) Adjust valves and sprinkler heads.
 - b) Replace all risers and swing joints to the lateral lines.
 - c) Replace button type turf and shrub heads.
 - d) Replace all missing covers to valve boxes.
 - e) Provide caps and plugs.
- D. Contractor must provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.
- E. In order to ensure the operability of the irrigation system, Contractor must sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor must:
 1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
 2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
 3. All system malfunctions, damage, and obstructions must be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.
- F. Contractor must repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage must be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.
- G. Contractor must respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.
- H. Contractor must 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 Project Manager or designee.
- I. Contractor must be responsible for correcting, before the expiration of the contract, all deficiency repairs, including irrigation systems, related to the services provided under this contract. At the conclusion of the contract, an inspection must be conducted to assess the conditions of the services provided by the Contractor. In the event that any such deficiencies remain unresolved, the County reserves the right to withhold the final payment until satisfactory

resolutions have been achieved, thereby ensuring the completion of all necessary repairs and improvements.

- J. The County of Los Angeles may require contractors to procure equipment and parts. Items that are EPA WaterSense certified or parts listed under Metropolitan Water Districts' SoCal WaterSmart listing for approved landscape equipment to help conserve water.

9.9 Disease/Insect Control

- A. All landscaped areas must be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.
- B. Contractor Project Manager or designee must be notified immediately of any disease, insects, or unusual conditions that might develop.
- C. A disease control program to prevent all common diseases from causing serious damage must be provided on an as-needed basis. Disease control must be achieved utilizing materials and rates recommended by a licensed Arborist.
- D. An insect control program to prevent all common insects from causing damage must be provided on an as-needed basis. Insect control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

9.10 Rodent Control

All areas must be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

10.0 SPECIALTY SERVICE REQUIREMENTS

10.1 Chemical Edging/Detailing

- A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.
- B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas must be trimmed to proper mowing heights. Chemicals must be applied in a manner to limit drift to six (6) inches. Precautionary measures must be employed since all areas will be open to the public during application.

- C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.
- D. All work involving chemicals must be provided as identified in Section 13.0 of SOW.

10.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) must be trimmed and thinned at each facility once within year one (1) of the Contract, once within year four (4) of the Contract, and once within the second option year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees must be maintained in accordance with Section 10.2, Paragraph A, subparagraph 1(f) below.
 - a) Contractor must submit to County Project Manager a schedule of tree trimming services to occur within the first year of the Contract, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the five (5) year term.
 - b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
 - c) All wounds one (1) inch in diameter or over must be painted with asphaltic base tree paint immediately after pruning.
 - d) Remove all new growth on trees up to the appropriate height clearances.
 - e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed must have a caliper of three (3) inches or less measured six (6) inches above the ground level.
 - f) Palm trees must be maintained and kept free of dead fronds and potential falling debris at all times.
 - g) No Topping of Trees (also known as stubbing, tipping, hat-racking, dehorning or round over)

B. Staking and Tying/Materials Used

1. Damaged trees must be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, must 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 size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire must be either new or used garden hose at least one half (1/2) inch in diameter (hose ties should allow minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

C. Tree Removal

1. Contractor is responsible for the cost and removal of irreparable damaged or fallen trees and/or branches that are deemed to be an act of God.
2. Contractor is required to perform stump grinding of all fallen trees.
3. Contractor must respond to these issues within 24 hours of notification from County.

10.3 Aerification

- A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.
- B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.
- D. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
- D. All cores must be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

10.4 Fertilization

- A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.
- B. All fertilization must be approved by County Project Manager or designee prior to its application.
- C. Application of fertilizer must be done in sections, determined by the areas covered by each irrigation system.
- D. All areas fertilized must be thoroughly soaked immediately after fertilization.

- E. All turf areas must 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 must be inorganic and granular in form with an approximate ratio of 4-1-2.
- F. Areas must be fertilized utilizing ratios and mixtures per manufacturer's recommendation.
- G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer must be organic and granular in form without trace elements.
- H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.
- I. Fertilizer should be organic and granular in form without trace elements.
- J. Areas must be fertilized utilizing ratios and mixtures recommended by the manufacturer.

10.5 Renovation/Vertical Mowing

- A. Frequency: As requested by County at an agreed to additional cost.
- B. Care must be taken to avoid unnecessary or excessive injury to the turf grass. Contractor must be responsible for turf damage.
- C. Sweep or rake the dislodged thatch from the turf areas and remove from site.
- D. Standard renovating or vertical mowing type equipment must be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.
- E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- F. Renovate to the soil line and remove all excessive thatch in turf areas.
- G. After thatch is removed and upon completion of turf renovation, all turf areas must be seeded, mulched, and watered.
- H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.
- I. Mulch must be spread evenly over the entire area to a uniform depth.

10.6 Cultivating

- A. Frequency: As needed.
- B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care must

be taken so as not to disturb plant materials or their roots in accomplishing this operation.

10.7 Turf Reseeding/Restoration of Bare Areas

- A. Frequency: As requested by County at an agreed additional cost.
- B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.
- D. Stolonize bare areas with Adlayd Turf (*paspalum vaginatum*) at the rate recommended by the County Project Manager.

11.0 PLANT MATERIALS

- 11.1 Plant materials must conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.
- 11.2 Nomenclature: Plant names used in the landscape plan of the area must conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.
- 11.3 Quality: Plants must be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and must have healthy normal root systems and comply with all State and local regulations governing these matters, and must be free from any noxious weeds.
- 11.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it must be understood that these plant materials must be normal stock for type listed. They must be sturdy enough to stand safely without staking.
- 11.5 Plant materials must be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.
- 11.6 All plant materials must be provided from a licensed nursery and must be subject to acceptance by the County Project Manager or designee.
- 11.7 Plant Materials Guarantee - All shrubs must be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

- 11.8 All new plant materials must have a six (6) month guarantee unless specifically stated in written form.

12.0 USE OF CHEMICALS

- 12.1 All work involving the use of chemicals must be in compliance with all federal, state, and local laws.
- 12.2 A listing of proposed chemicals, including commercial name, application rate and type of usage must be submitted to County Project Manager or designee for approval at the commencement of the contract. No work must begin until written approval of use is obtained from County Project Manager or designee. Chemicals must be approved by the United States Environmental Protection Agency and the California Department of Pesticide Regulation.
- 12.3 Chemicals must only be applied by those persons possessing a valid California Qualified Applicator's License. Application must be in strict accordance with all governing regulations.
- 12.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions must be made and retained in accordance with Sub-paragraph 8.38, Record Retention And Inspection/Audit Settlement, of the Sample Contract.
- 12.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.
- 12.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California must be adhered to.
- 12.7 Chemicals must be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 12.8 County reserves the right to approve usage of particular chemicals.
- 12.9 On March 19, 2019, the Los Angeles County Board of Supervisors adopted a motion to cease the use of glyphosate-based products. Contractors must adhere to this Board directive. In response to the Board of Supervisors motion, contractors must use non-glyphosate-based chemical or manual methods for weed control.

13.0 WASTE REMOVAL

- 13.1 Contractor must collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor must not use County trash bins for maintenance operations.

- 13.2 Contractor must be required to empty and reline trash receptacles as identified in Exhibit 4, Facility and Landscape Specification Sheets. Contractor is responsible for replacing trash liners in trash receptacles.
- 13.3 Contractor must not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

14.0 AS-NEEDED SERVICES

- 14.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.
- 14.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.
- 14.3 Prior to performing any as-needed services, the Contractor must prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. Contractor must provide quotes within 48 hours of receipt of as-needed service request. No as-needed services must commence without prior written authorization by County Project Manager. Contractor must be compensated at the labor rates identified in Exhibit B, Pricing Sheet(s).
- 14.4 All as-needed services must commence on the established specified date and Contractor must proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.
- 14.5 The County reserves the right to perform the services itself or assign the services to another Contractor.
- 14.6 All new plant materials will come with a six (6) month guarantee unless specifically stated in written form. All other materials will come with a one (1) year guarantee unless damaged or broken by an Act of God or vandalism.

15.0 EMERGENCY SERVICES REQUESTS

- 15.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor must contact the County's Project Manager immediately upon discovery and obtain approval by County's Project Manager prior to starting work. A written estimate must be sent within a reasonable timeframe after completion of the emergency services.

- 15.2 Contractor must bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.
- 15.3 Contractor must respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.
- 15.4 Contractor must not perform any emergency services without prior approval of Contract Manager.

16.0 MAINTENANCE REPORTS

- 16.1 Contractor must submit monthly, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report must include, at a minimum, the following information:
 - A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
 - B. Quantity and label description of **all** grass seed used.
 - C. Quantity and complete description of **all** soil amendments used.
 - D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.
- 16.2 Contractor must make themselves available within 72 hours of receiving a request to perform quarterly irrigation audits, Exhibit 7, Irrigation Assessment Report.
- 16.3 Contractor must submit Exhibit 8, Landscape Service Slip, for all routine and periodic services as stated in Sections 10.0 through 16.0 of the SOW. Exhibit 8, Landscape Service Slip, must note date of service(s), type of service(s), and include picture(s). Exhibit 8, Landscape Service Slip, is required once a week for facilities serviced daily. For all other services, Exhibit 8, Landscape Service Slip, is required after each service provided.
- 16.4 Exhibit 6, Inspection Report, will be sent to Contractor denoting discrepancies. Contractor must respond within the required due date provided in the Inspection Report. Contractor must then provide proof of correction of all discrepancies within respective contractual time obligation of noted discrepancy. Responses to deficiencies /discrepancies must include pictures of corrective actions.

17.0 MAINTENANCE SCHEDULES

- 17.1 Contractor must submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules must be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules must delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

- 17.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 17.3 Contractor must provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

18.0 GREEN INITIATIVES

- 18.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 18.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.
- 18.3 Contractor must comply with all waste and recycling requirements including but not limited to, Contract Paragraph 9.10, Organic Waste Recycling, and Contract Paragraph 9.11, Procurement of SB 1383.
- 18.4 Contractor must, to the extent possible, transition from the use of gas-powered lawn equipment to fully electric alternative lawn equipment pursuant to Assembly Bill 1346, which implemented regulations on gas-powered lawn tools and similar devices.

NOTE: To help the transition away from gas-powered leaf blowers to fully electric alternatives, there are grants, rebates, and buyback opportunities available for those who utilize this equipment, including landscapers. Assembly Bill 1346 includes \$30 million in funding that will be made available to sole proprietors and other small landscaping businesses to help with the transition to zero-emissions, including leaf blowers. Additionally, the South Coast Air Quality Management District and Antelope Valley Air Quality Management District have programs that can help replace gas-powered residential lawn mowers and commercial lawn and garden equipment, including leaf blowers, for Contractors.

19.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit 2, Performance Requirements Summary (PRS) chart, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the

Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

APPENDIX A

STATEMENT OF WORK

EXHIBITS

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EXHIBITS

EXHIBIT 1 – CONTRACT DISCREPANCY REPORT

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EXHIBIT 4 – FACILITY AND LANDSCAPE SPECIFICATION SHEETS

EXHIBIT 5 – FACILITY SITE MAPS

EXHIBIT 6 – INSPECTION REPORT

EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP



CUSTODIAL SERVICES DIVISION

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Facility Name:		Address:		Date of Inspection:	
Contractor:		Contract No.		Contract Monitor:	
Contact Person:		Telephone: () -		CSD Dist # North	
Report Transmitted to Fax #: () -		District Manager Signature:			
		Fax: () -			

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response	County Use Only	
			Date Correction Due	Date Completed
1				
2				
3				
4				

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	Monthly Invoices are received and approved by the County by the 15 th calendar day of the month following the month of services	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	The Contractor shall submit the monthly invoices to the County by the 15 th calendar day of the month following the month of service.	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 7. 3 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.2 & 7.5.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	\$200 per badge
Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	\$100 per occurrence
Contract: Paragraph 8.38 Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract.
SOW: Section 4.1 Monthly Meetings	Contractor is required to attend a scheduled monthly meeting.	Inspection and Observation	\$200 per occurrence
SOW Section 4.2 Contractor Discrepancy Report	Contractor is required to respond in writing within 24 hours.	Receipt of document	\$200 per occurrence; possible termination for default of contract.
SOW Section 4.6 As-Needed and On-Going Services Quotes	Provide quotes upon request for as- needed and on-going services within 48 hours of receipt.	Receipt of document	<u>\$100 per occurrence</u>
SOW Section 6.3 Contractor Personnel	Provide Principal Landscaper/Arborist must read, speak and understand English.	Inspection & Observation	\$200 per occurrence
SOW Section 6.3.C Contractor Supervisor	Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager.	Inspection and Observation	\$100 per occurrence
SOW Section 6.3.G Uniforms	Contractor to ensure all employees wear approved uniforms and County issued ID badges.	Inspection and Observation	\$100 per occurrence
SOW Section 6.5 Training	Provide Training Programs for new and continuing employees.	Receipt of document	\$100 per occurrence
SOW Section 6.6 County required meetings	Contractor attendance at all monthly or as required County meetings.	Observation of Attendance	\$100 per occurrence
SOW Section 6.7 Contractor Office.	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones	Inspection and Observation	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	or pager to respond to County calls within 2 hours.		
SOW Section 7.0 Hours/Day of Work	Contractor shall provide all landscape services in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheet.	Inspection and Observation	\$200 per occurrence
SOW Section 9.1 Mowing	100 % Completion of Required Services	Inspection and Observation	\$100 per occurrence
SOW Section 9.2 Edging/Detailing/ Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.3 Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.4 Litter Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.5 Raking	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.6 Pruning Trees, Hedges & Ground Cover	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.7 Watering	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.8 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.9 Disease/Insect Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.10 Rodent Control	All areas shall be maintained free of rodents, gophers, and ground squirrels	Inspection & Observation	\$200 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 10.1 Chemical Edging/Detailing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.2 Trimming and Crowning of Trees	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.3 Aerification	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.4 Fertilization	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.5 Renovation/Vertical Mowing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.6 Cultivating	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.7 Turf Reseeding/Restoration of Bare Areas	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 11.0 Plant Materials	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 13.0 Waste Removal	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 14.0 As-Needed Services	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 15.0 Emergency Services Requests	100% Contractor response within 2 hours of notification by County.	Observation of Response	\$100 per occurrence
SOW Section 16.0 Maintenance Reports	100 % Completion of Required Services	Acceptance and Inspection of Reports	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 16.3 Service Slip	100% Completion of Required Services	Receipt of document	\$100.00 per occurrence

LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20____, and that:

	Yes	No	Initial
1. Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work.	<input type="checkbox"/>	<input type="checkbox"/>	
2. All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Irrigation systems have been checked for operability and that the following are functioning properly:			
a) Irrigation lines	<input type="checkbox"/>	<input type="checkbox"/>	
b) Valves	<input type="checkbox"/>	<input type="checkbox"/>	
c) Sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
d) Controllers	<input type="checkbox"/>	<input type="checkbox"/>	
4. Had spraying and/or use of chemicals occurred? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Have copies of the Pesticide Use Report have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
c) Have copies of restricted use permits have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Have specialty type maintenance services been requested? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has County Contract Monitor been notified in writing?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has the work schedule provided changed? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has the Contract Monitor been notified?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Comments			

Company Authorized Representative	Date
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EXHIBIT 4 –
FACILITY AND LANDSCAPE
SPECIFICATION SHEETS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #00630

Region 5 Facility No. 1	
Department/Facility	Probation/Barry J Nidorf
Address	16350 Filbert St., Sylmar 91342
Days/Hours of Operation	Daily (Monday through Friday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	83
Number of Palm Trees	0
Number of Planters	65
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Inside service road included Weekly (every Friday) blowing and vacuuming on the service road inside the campus. Tree services are excluded on the exterior of the facility. Irrigation on the service road excluded.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04183

Region 5 Facility No. 2	
Department/Facility	Superior Court/Santa Clarita Courthouse
Address	23747 W. Valencia Blvd., Santa Clarita 91355
Days/Hours of Operation	Three times a week (Monday-Wednesday-Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	64
Number of Palm Trees	0
Number of Planters	47
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04182

Region 5 Facility No. 3	
Department/Facility	Public Works/Santa Clarita Administrative Center
Address	23757-63 W. Valencia Blvd., Santa Clarita 91355
Days/Hours of Operation	Three times a week (Monday-Wednesday-Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	62
Number of Palm Trees	0
Number of Planters	43
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04191

Region 5 Facility No. 4	
Department/Facility	ISD/Santa Clarita Government Center Parking Lot
Address	23730 W. Magic Mountain Pkwy., Santa Clarita 91355
Days/Hours of Operation	Three times a week (Monday-Wednesday-Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	12
Number of Palm Trees	0
Number of Planters	0
Shrubs	No
Hedges	No
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Area to be serviced includes the surrounding grass areas along the exterior of the County parking lot adjacent to the library recently sold to the city of Santa Clarita.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04185

Region 5 Facility No. 5	
Department/Facility	Sheriff/Santa Clarita Valley Sheriff Station
Address	23740 W. Magic Mountain Pkwy, Santa Clarita 91355
Days/Hours of Operation	Three times a week (Monday-Wednesday-Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	22
Number of Palm Trees	0
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached SCV Sheriff's Memorial Garden is included. The 2 potted plants located at the entrance of the facility are to be maintained. Parking lot area and planter located within it is excluded.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 02500

Region 5 Facility No. 6	
Department/Facility	Sheriff/ Pitchess Detention Center
Address	29320 The Old Road, Castaic 91384
Days/Hours of Operation	(Every other Monday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	28
Number of Palm Trees	0
Number of Planters	11
Shrubs	No
Hedges	No
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 11859

Region 5 Facility No. 7	
Department/Facility	Sheriff/Santa Clarita Sheriff Station
Address	26201 Golden Valley Rd., Santa Clarita 91355
Days/Hours of Operation	Once a week (Fridays): All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Weekly
9.8 Irrigation System Maintenance	Weekly
9.9 Disease/Insect Control	As Needed
9.10 Rodent Control	N/A
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Aerial map attached Change out of bioswale soil/sand, removal and re-installation of plants if required monthly. Catch Basin Cleanout from filter baskets Monthly Inspection and Maintenance Report (Catch Basin Only) See attachment.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00440

Region 5 Facility No. 8	
Department/Facility	Probation/Camp Scott
Address	28700 N. Bouquet Canyon Rd., Santa Clarita 91350
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	79
Number of Palm Trees	3
Number of Planters	25
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
<p>Aerial map attached</p> <p>Includes 10 ft around the outside fence of camp and 23 trees outside of camp fence area by the camp cafeteria.</p> <p>Also includes trees and area by the outside restroom. Boundary line at the restroom area defined by where the electrical wires cross. Trees passing the electrical wires are not included.</p>

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00540

Region 5 Facility No. 9	
Department/Facility	Probation/Camp Scudder
Address	28750 N. Bouquet Canyon Rd., Santa Clarita 91350
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	102
Number of Palm Trees	0
Number of Planters	17
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Includes 10 ft around the outside of fence line of camp.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 09121

Region 5 Facility No. 10	
Department/Facility	Public Works/Vincent Grade-Acton Metrolink Station
Address	730 W. Sierra Hwy., Acton 93550
Days/Hours of Operation	Once a week (Fridays) All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	91
Number of Palm Trees	0
Number of Planters	55
Shrubs	Yes
Hedges	Yes
Grass	N/A
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 08999

Region 5 Facility No. 11	
Department/Facility	Animal Care & Control/East Antelope Valley Animal Shelter
Address	38550 Sierra Highway, Palmdale 93550
Days/Hours of Operation	Once a Month (Last Wednesday of the month) All work to be performed during daylight hours

Description	Required Maintenance
Number of Trees	80
Number of Palm Trees	0
Number of Planters	31
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Each visit.
9.2 Edging/Detailing	Each visit.
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Service performed the last Wednesday of each month.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04098

Region 5 Facility No. 12	
Department/Facility	Assessor/Lancaster Regional Offices
Address	251 E. Ave. K-6, Lancaster 93535
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	53
Number of Palm Trees	0
Number of Planters	30
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Aerial map attached Small area of grass.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05327

Region 5 Facility No. 13	
Department/Facility	Public Works/Antelope Valley Service Center
Address	335 ABC & 349 E. Ave. K-6, Lancaster 93535
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	254
Number of Palm Trees	0
Number of Planters	63
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached This site includes all the above addresses.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04085

Region 5 Facility No. 14	
Department/Facility	Superior Court/Alfred J. McCourtney Juvenile Justice Center
Address	1040 W. Ave J, Lancaster 93534
Days/Hours of Operation	Two times a week (Tuesday & Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	65
Number of Palm Trees	9
Number of Planters	34
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04087

Region 5 Facility No. 15	
Department/Facility	Sheriff/Antelope Valley Sheriff Detective Services Division
Address	1010 W. Avenue J, Lancaster 93534
Days/Hours of Operation	Two times a week (Tuesday & Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	32
Number of Palm Trees	1
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
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10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04095

Region 5 Facility No. 16	
Department/Facility	ISD/Heating and Refrigeration Plant
Address	1121 W. Ave J-2, Lancaster 93534
Days/Hours of Operation	Two times a week (Tuesday & Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	18
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04086

Region 5 Facility No. 17	
Department/Facility	District Attorney/Courthouse Services Building
Address	1110 W. Avenue J, Lancaster 93534
Days/Hours of Operation	Two times a week (Tuesday & Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	30
Number of Palm Trees	0
Number of Planters	9
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
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10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04083

Region 5 Facility No. 18	
Department/Facility	Sheriff/Lancaster Juvenile Courthouse
Address	1000 W. Avenue J, Lancaster 93534
Days/Hours of Operation	Two times a week (Tuesday & Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	0
Number of Planters	2
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
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10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Service to include the planter around the marquee located on the corner of West Ave J & 10 th Street West.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10537

Region 5 Facility No. 19	
Department/Facility	Aging & Disabilities/Antelope Valley Senior Center
Address	777 Jackman St., Lancaster 93534
Days/Hours of Operation	Two times a week (Tuesday & Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	140
Number of Palm Trees	17
Number of Planters	50
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #09086

Region 5 Facility No. 20	
Department/Facility	Probation/Camp Challenger
Address	5300 W. Avenue I, Lancaster 93536
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	120
Number of Palm Trees	0
Number of Planters	7
Shrubs	Yes
Hedges	No
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 00820

Region 5 Facility No. 21	
Department/Facility	Probation/Camp Mendenhall
Address	42230 N. Lake Hughes Rd., Lake Hughes, 93532
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	35
Number of Palm Trees	N/A
Number of Planters	N/A
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
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10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Trees located in the front outside grass area of the camp are included.

FOS District: NORTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 01200

Region 5 Facility No. 22	
Department/Facility	Probation/ Camp Munz
Address	42220 N. Lake Hughes Rd., Lake Hughes 93532
Days/Hours of Operation	Daily (Monday through Friday) All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	31
Number of Palm Trees	N/A
Number of Planters	1
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Each visit.
9.4 Litter Control	Each visit.
9.5 Raking	Each visit.
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
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10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached Trees located in the front grass area and side area before entering the camp are included.

FOS District: NORTH

EXHIBIT 5 – FACILITY SITE MAPS

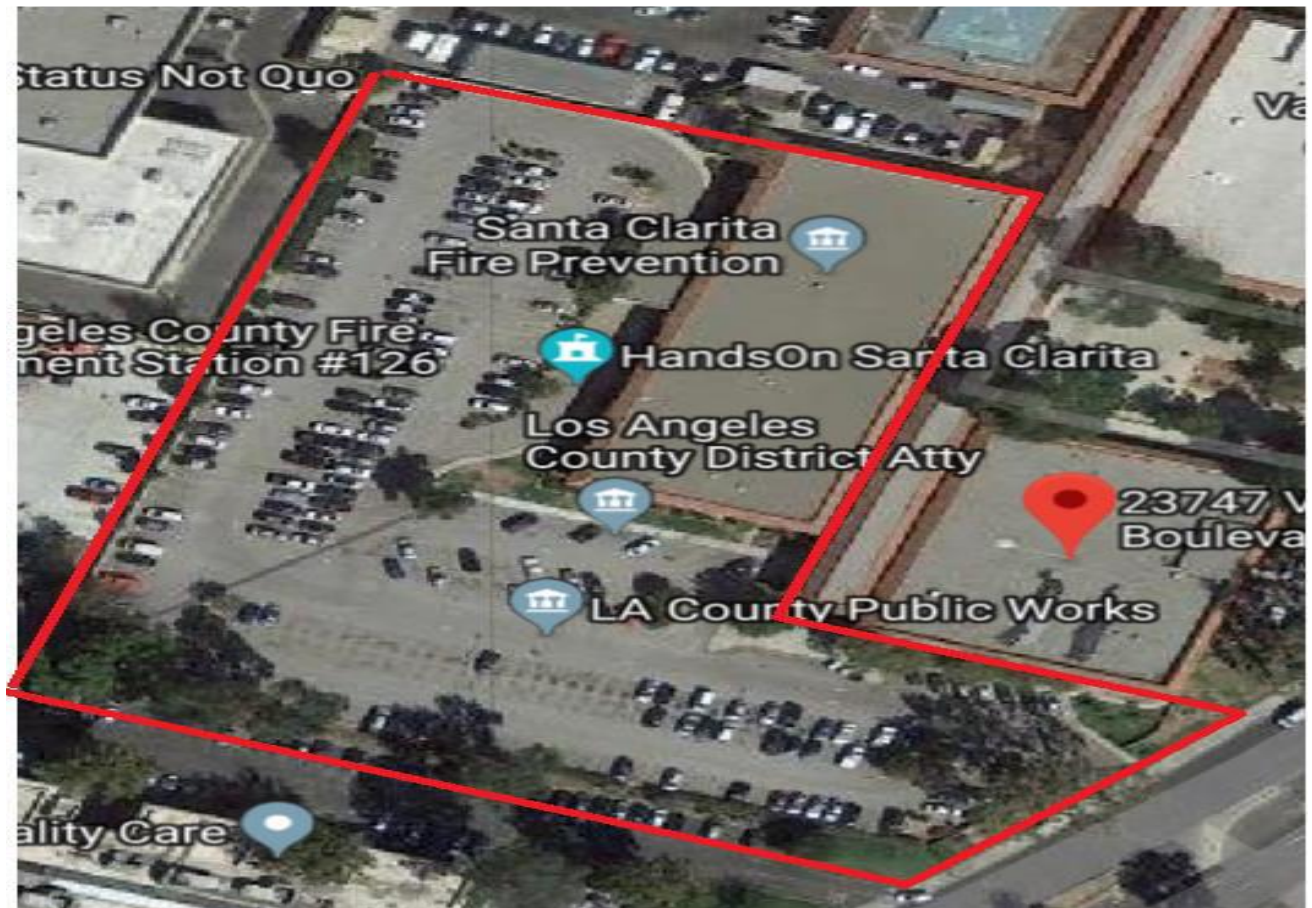
16350 Filbert Street



Disclaimer:

The above image may not be a true representation of current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of above facility.

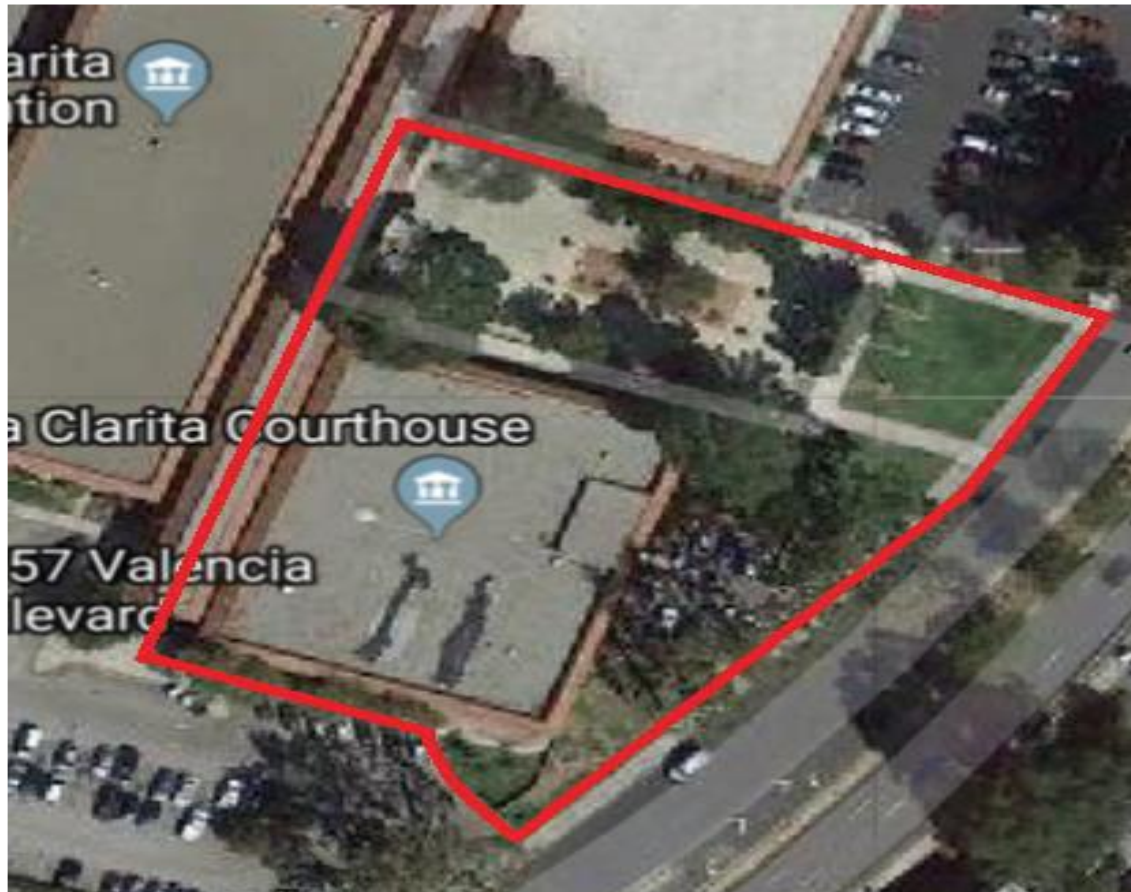
23747 W. Valencia, Santa Clarita, CA, 91355



Disclaimer:

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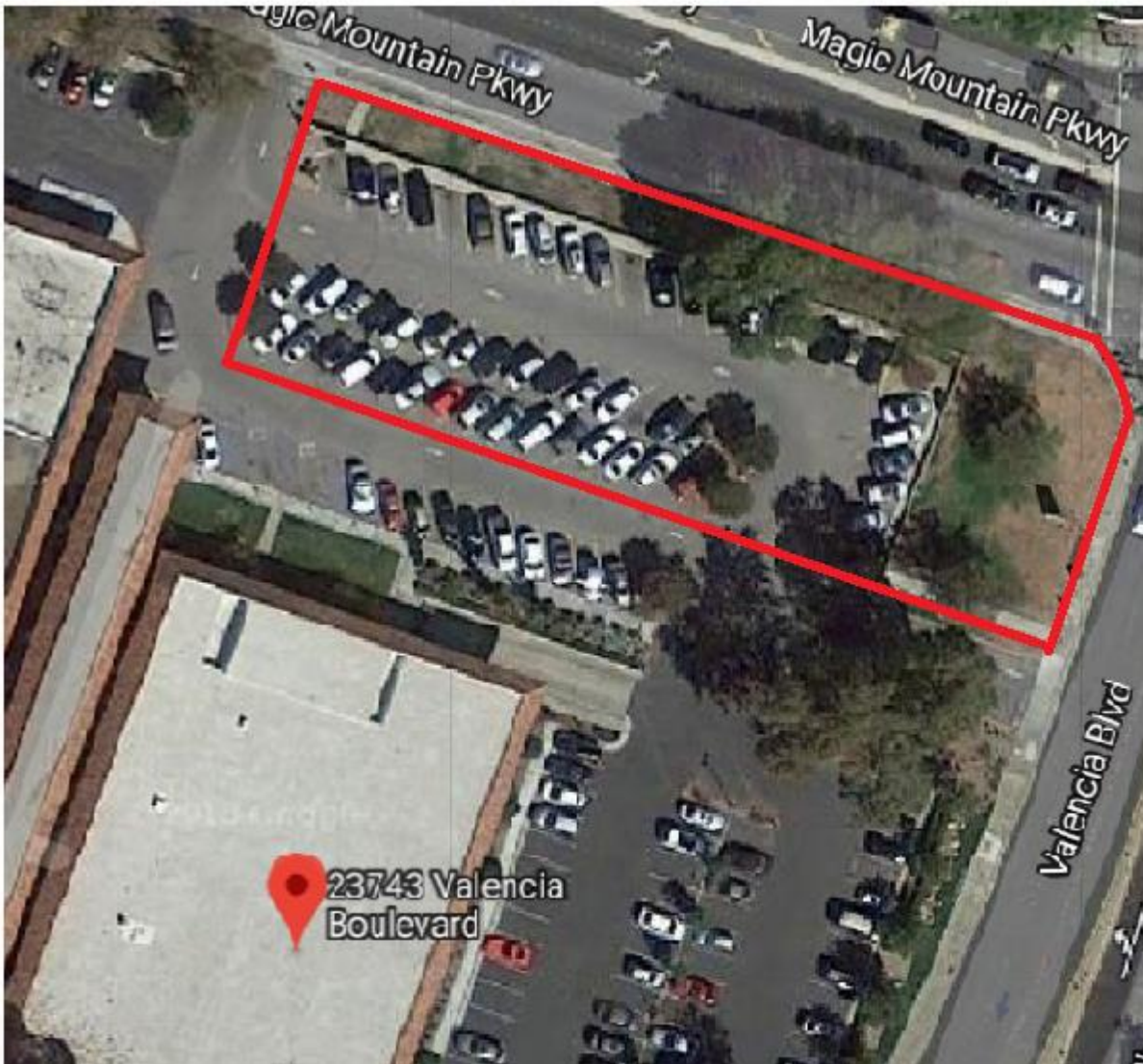
23757-63 W. Valencia Blvd, Santa Clarita, CA, 91355



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23743 W. Valencia Blvd, Santa Clarita, CA, 91355



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23740 Magic Mountain Pkwy, Santa Clarita, CA, 91355



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29320 The old Road, Valencia, CA, 91355



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26201 Golden valley Rd., Santa Clarita, CA, 91355



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28700 N. Bouquet Canyon Rd., Santa Clarita 91350



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28750 N. Bouquet Canyon Rd., Santa Clarita 91350



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730 W. Sierra Hwy., Acton 93550



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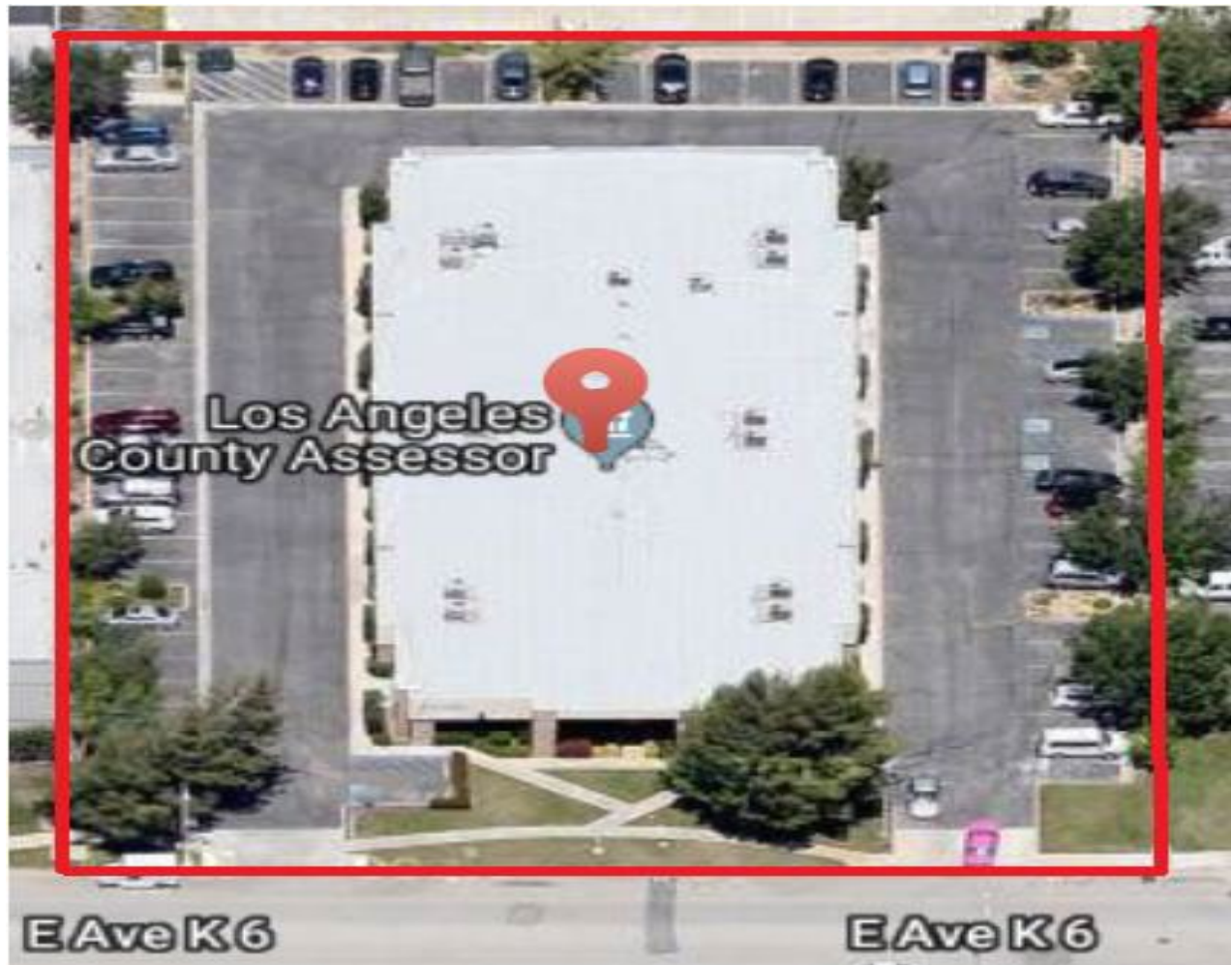
38550 Sierra Highway, Palmdale 93550



Disclaimer:

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251 E. Ave. K-6, Lancaster 93535



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335 ABC & 349 E. Ave. K-6, Lancaster 93535



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1040 W. Ave J, Lancaster 93534



Disclaimer:

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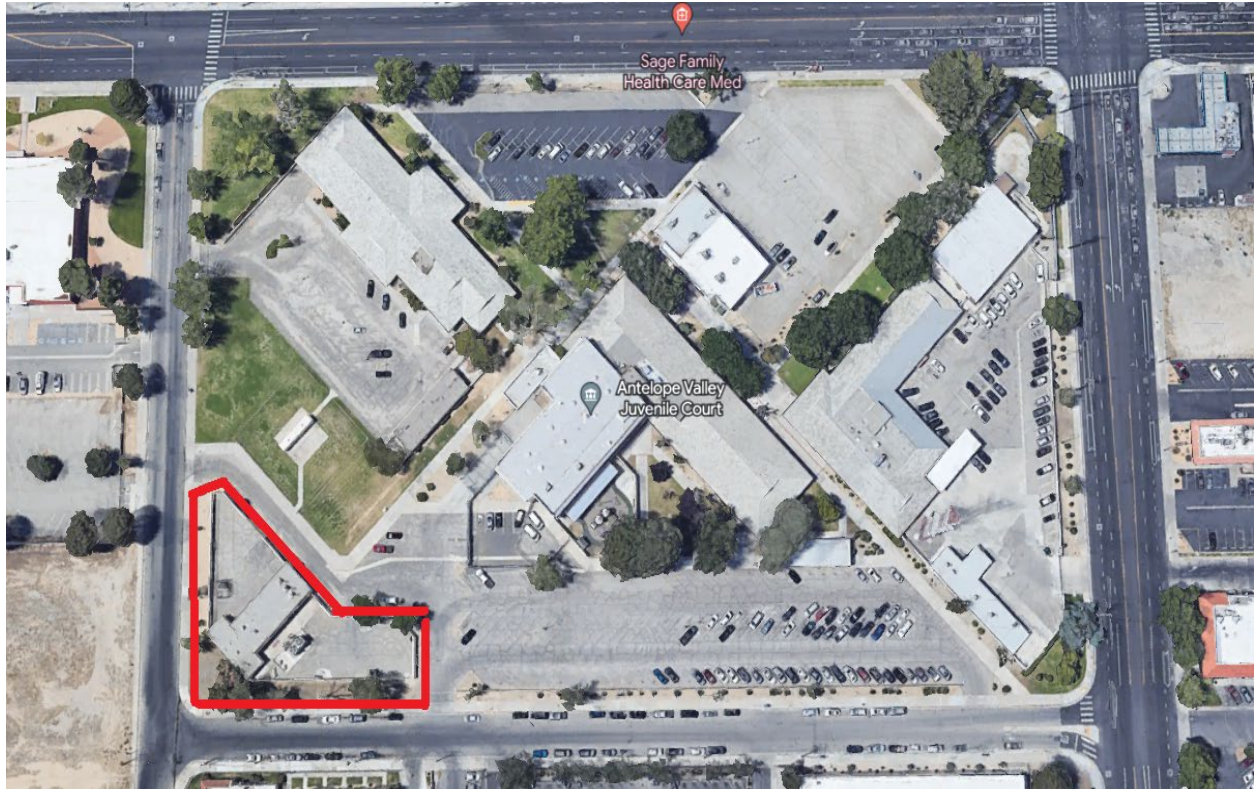
1010 W. Avenue J, Lancaster 93534



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1121 W. Ave J-2, Lancaster 93534



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1110 W. Avenue J, Lancaster 93534



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1000 W. Avenue J, Lancaster 93534



Disclaimer:

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777 Jackman St., Lancaster 93534



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5300 W. Ave I., Lancaster, CA, 93536



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42230 N. Lake Hughes Rd., Lake Hughes, 93532



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42220 N. Lake Hughes Rd., Lake Hughes 93532



Disclaimer:

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ISD
OPERATIONS SERVICE
CUSTODIAL & LANDSCAPING SERVICES DIVISION

MONTHLY CONTRACTOR PERFORMANCE SUMMARY

Inspection Type			
Contractor			
Contract Person			
Contract Monitor			
Inspection for Month of			
Address			
Facility Name:			
County Department			

GENERAL CUSTODIAL SERVICES - UNACCEPTABLE CONDITIONS/CORRECTIVE ACTION NEEDED:

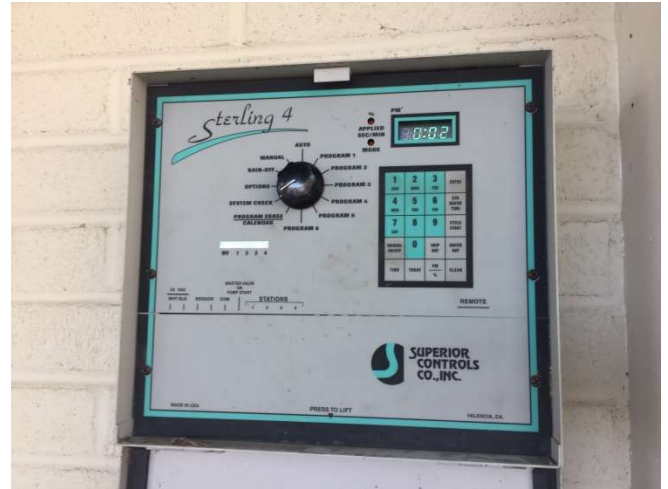
LOCATION	SOW#	LITTER CONTROL	COMMENTS
On the East Side of building	9.4.A	Frequency: Each visit.	
On the East Side of building	9.4.B	Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as Countys Projector Manager or his designee deems practical.	Remove the debris paper, trash
On the East Side of building	9.4.C	All litter and debris occurring as a result of Contractors operations shall be removed from the landscaped area immediately following such operations.	
On the East Side of building	9.4.D	Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.	
On the East Side of building	9.4.E	Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.	
On the East Side of building	9.4.F	Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor shall submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.	

ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Facility Name:	Observation Date:
Address:	Monitor/Section Manager:
Contractor:	District:

Irrigation Controller #1

Make:
Model:
Location:
Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial Notes:
Stations: Notes:
Days and Hours:



(*Every station should control one RCV)

Valve#_1_ (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Valve# 2 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



Valve# 3 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



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ISD SIGNATURE

DATE

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CONTRACTOR SIGNATURE

DATE

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

SOW (Click all that was done)

<input type="checkbox"/> SOW 9.1 Mowing	<input type="checkbox"/> SOW 9.10 Rodent Control
<input type="checkbox"/> SOW 9.2 Edging/Detailing/Weed Control	<input type="checkbox"/> SOW 10.1 Chemical Edging/Detailing
<input type="checkbox"/> SOW 9.3 Weed Control	<input type="checkbox"/> SOW 10.2 Trimming and Crowning of Trees
<input type="checkbox"/> SOW 9.4 Litter Control	<input type="checkbox"/> SOW 10.3 Aerification
<input type="checkbox"/> SOW 9.5 Raking	<input type="checkbox"/> SOW 10.4 Fertilization
<input type="checkbox"/> SOW 9.6 Pruning of trees, hedges, ground cover	<input type="checkbox"/> SOW 10.5 Renovation/Vertical Mowing
<input type="checkbox"/> SOW 9.7 Watering	<input type="checkbox"/> SOW 10.6 Cultivating
<input type="checkbox"/> SOW 9.8 Irrigation system maintenance	<input type="checkbox"/> SOW 10.7 Turf Reseeding/Restoration of Bare Areas
<input type="checkbox"/> SOW 9.9 Disease/Insect Control	<input type="checkbox"/> Other _____

NOTES

RECOMMENDATION

PICTURES: to be provided if required. Use Additional pages if necessary

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

LANDSCAPE SERVICES PRICING SHEET

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
00630	1	Probation/Barry J. Nidorf Juvenile Hall	16350 Filbert St	Sylmar					
		Tree Trimming (SOW 10.2)	Periodic Services		\$175.00	\$183.75	\$192.94	\$202.58	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$3,141.85	\$3,298.94	\$3,463.89	\$3,637.08	
		Monthly Total:			\$3,316.85	\$3,482.69	\$3,656.83	\$3,839.67	
04183	2	Superior Court/Santa Clarita Courthouse	23747 W. Valencia Bl	Santa Clarita					
		Tree Trimming (SOW 10.2)	Periodic Services		\$127.00	\$133.35	\$140.02	\$147.02	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$785.46	\$824.73	\$865.97	\$909.27	
		Monthly Total:			\$912.46	\$958.08	\$1,005.99	\$1,056.29	
04182	3	Superior Court/Santa Clarita Administrative Center	23757-63 W. Valencia Bl	Santa Clarita					
		Tree Trimming (SOW 10.2)	Periodic Services		\$127.00	\$133.35	\$140.02	\$147.02	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$785.46	\$824.73	\$865.97	\$909.27	
		Monthly Total:			\$912.46	\$958.08	\$1,005.99	\$1,056.29	
04191	4	ISD/Santa Clarita Government Center Parking Lot	23730 W. Magic Mountain Pkwy	Santa Clarita					
		Tree Trimming (SOW 10.2)	Periodic Services		\$127.00	\$133.35	\$140.02	\$147.02	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$784.46	\$823.68	\$864.87	\$908.11	
		Monthly Total:			\$911.46	\$957.03	\$1,004.88	\$1,055.13	
04185	5	Sheriff/Santa Clarita Valley Sheriff Station	23740 W. Magic Mountain Pkwy	Santa Clarita					
		Tree Trimming (SOW 10.2)	Periodic Services		\$127.00	\$133.35	\$1,869.75	\$1,963.24	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$785.46	\$824.73	\$865.97	\$909.27	
		Monthly Total:			\$912.46	\$958.08	\$2,735.72	\$2,872.51	
02500	6	Sheriff/Pitchess Detention Center	29320 The Old Road	Castaic					
		Tree Trimming (SOW 10.2)			\$127.00	\$133.35	\$140.02	\$147.02	

LANDSCAPE SERVICES PRICING SHEET

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
		Aerification (SOW 10.3)	Periodic Services			\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,178.19	\$1,237.10	\$1,298.95	\$1,363.90	
		Monthly Total:			\$1,305.19	\$1,370.45	\$1,438.97	\$1,510.92	
11859	7	Sheriff/Santa Clarita Sheriff Station	26201 Golden Valley Rd	Santa Clarita					
		Tree Trimming (SOW 10.2)	Periodic Services		\$141.00	\$148.05	\$155.45	\$163.23	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$785.46	\$824.73	\$865.97	\$909.27	
		Monthly Total:			\$926.46	\$972.78	\$1,021.42	\$1,072.49	
00440	8	Probation/Camp Scott	28700 N. Bouquet Canyon Rd	Santa Clarita					
		Tree Trimming (SOW 10.2)	Periodic Services		\$138.00	\$144.90	\$152.15	\$159.75	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,178.19	\$1,237.10	\$1,298.95	\$1,363.90	
		Monthly Total:			\$1,316.19	\$1,382.00	\$1,451.10	\$1,523.65	
00540	9	Probatino/Camp Scudder	28750 N. Bouquet Canyon Rd	Santa Clarita					
		Tree Trimming (SOW 10.2)	Periodic Services		\$115.00	\$120.75	\$126.79	\$133.13	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,178.19	\$1,237.10	\$1,298.95	\$1,363.90	
		Monthly Total:			\$1,293.19	\$1,357.85	\$1,425.74	\$1,497.03	
09121	10	Public Works/Viincent Grade-Acton Metrolink Staton	730 W. Sierra Hwy	Acton		\$0.00	\$0.00	\$0.00	
		Tree Trimming (SOW 10.2)	Periodic Services		\$154.00	\$161.70	\$169.79	\$178.27	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$785.46	\$824.73	\$865.97	\$909.27	
		Monthly Total:			\$939.46	\$986.43	\$1,035.75	\$1,087.54	
08999	11	Animal Care & Control/East Antelope Valley Animal Shelter	38550 Sierra Hwy	Palmdale					
		Tree Trimming (SOW 10.2)	Periodic Services		\$133.00	\$139.65	\$146.63	\$153.96	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,571.00	\$1,649.55	\$1,732.03	\$1,818.63	

LANDSCAPE SERVICES PRICING SHEET

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
		Monthly Total:			\$1,704.00	\$1,789.20	\$1,878.66	\$1,972.59	
04098	12	Assessor/Lancaster Regional Offices	251 E. Ave. K-6	Lancaster					
		Tree Trimming (SOW 10.2)	Periodic Services		\$135.00	\$141.75	\$148.84	\$156.28	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$785.46	\$824.73	\$865.97	\$909.27	
		Monthly Total:			\$920.46	\$966.48	\$1,014.81	\$1,065.55	
05327	13	Public Works/Antelope Valley Service Center	335 ABC & 349 E. Ave K-6	Lancaster					
		Tree Trimming (SOW 10.2)	Periodic Services		\$243.00	\$255.15	\$267.91	\$281.30	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$2,356.38	\$2,474.20	\$2,597.91	\$2,727.80	
		Monthly Total:			\$2,599.38	\$2,729.35	\$2,865.82	\$3,009.11	
04085	14	McCourtney Juvenile Justice Center	1040 W. Ave J	Lancaster					
		Tree Trimming (SOW 10.2)	Periodic Services		\$136.00	\$142.80	\$149.94	\$157.44	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,178.19	\$1,237.10	\$1,298.95	\$1,363.90	
		Monthly Total:			\$1,314.19	\$1,379.90	\$1,448.89	\$1,521.34	
04087	15	Sheriff/Antelope Valley Sheriff Detective Services Division	1010 W. Ave J	Lancaster					
		Tree Trimming (SOW 10.2)	Periodic Services		\$125.00	\$131.25	\$137.81	\$144.70	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,178.19	\$1,237.10	\$1,298.95	\$1,363.90	
		Monthly Total:			\$1,303.19	\$1,368.35	\$1,436.77	\$1,508.61	
04095	16	ISD/Heating and Refrigeration Plant	1121 W. Ave J-2	Lancaster					
		Tree Trimming (SOW 10.2)	Periodic Services		\$121.00	\$127.05	\$133.40	\$140.07	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$785.46	\$824.73	\$865.97	\$909.27	
		Monthly Total:			\$906.46	\$951.78	\$999.37	\$1,049.34	
04086	17	District Attorney/Courthouse Services Building	1110 W. Ave J	Lancaster					

LANDSCAPE SERVICES
PRICING SHEET

					MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	
BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY					COMMENTS
		Tree Trimming (SOW 10.2)	Periodic Services		\$137.00	\$143.85	\$151.04	\$158.59	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,178.19	\$1,237.10	\$1,298.95	\$1,363.90	
		Monthly Total:			\$1,315.19	\$1,380.95	\$1,450.00	\$1,522.50	

LANDSCAPE SERVICES PRICING SHEET

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
04083	18	Sheriff/Lancaster Juvenile Courthouse	1000 W. Ave J	Lancaster					
		Tree Trimming (SOW 10.2)	Periodic Services		\$143.00	\$150.15	\$157.66	\$165.54	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,178.19	\$1,237.10	\$1,298.95	\$1,363.90	
		Monthly Total:			\$1,321.19	\$1,387.25	\$1,456.61	\$1,529.44	
10537	19	Aging & Disabilities/Antelope Valley Senior Center	777 Jackman St	Lancaster					
		Tree Trimming (SOW 10.2)	Periodic Services		\$153.00	\$160.65	\$168.68	\$177.12	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,178.19	\$1,237.10	\$1,298.95	\$1,363.90	
		Monthly Total:			\$1,331.19	\$1,397.75	\$1,467.64	\$1,541.02	
09086	20	Probation/Camp Challenger	5300 W. Avenue I	Lancaster					
		Tree Trimming (SOW 10.2)	Periodic Services		\$337.00	\$353.85	\$371.54	\$390.12	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$1,571.00	\$1,649.55	\$1,732.03	\$1,818.63	
		Monthly Total:			\$1,908.00	\$2,003.40	\$2,103.57	\$2,208.75	
00820	21	Probation/Camp Mendenhall	42230 N. Lake Hughes Rd	Lake Hughes					
		Tree Trimming (SOW 10.2)	Periodic Services		\$344.00	\$361.20	\$379.26	\$398.22	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$4,800.00	\$5,040.00	\$5,292.00	\$5,556.60	
		Monthly Total:			\$5,144.00	\$5,401.20	\$5,671.26	\$5,954.82	
01200	22	Probation/Camp Munz	42220 N. Lake Hughes Rd	Lake Hughes					
		Tree Trimming (SOW 10.2)	Periodic Services		\$344.00	\$361.20	\$379.26	\$398.22	
		Aerification (SOW 10.3)				\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)				\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$4,800.00	\$5,040.00	\$5,292.00	\$5,556.60	
		Monthly Total:			\$5,144.00	\$5,401.20	\$5,671.26	\$5,954.82	
GRAND TOTAL:					\$37,657.43	\$39,540.30	\$43,247.05	\$45,409.40	

ADDITIONAL SERVICES*

LANDSCAPE SERVICES PRICING SHEET

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
					RATE (\$) Effective 10/01/24	RATE (\$) Effective 10/01/25	RATE (\$) Effective 10/01/26	RATE (\$) Effective 10/01/27 and Beyond	
				SERVICE					
				Facility Additions - Staffing	\$43				
				Landscape Laborer (Hourly Rate)	\$43				
				Principal Landscaper (Hourly Rate)	\$43				
				Supervisor (Hourly Rate)	\$45				

Notes*

These rates shall be fully burdened.

Effective January 1, 2025 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.

Exclusive document to be used as Contractor's pricing sheet, as indicated in Sample Contract, Paragraph 5.1.

**REQUIRED FORMS – EXHIBIT 11
LIVING WAGE PROGRAM
STAFFING PLAN**

Company Name: Stay Green Inc.

Region No.	Facility No.	Facility Name/Location	Address	City	Employee Name or Identifier	Position Title	Full Time / Part Time	Work Schedule	Hrs / Day	Hours							Weekly Hours				Hourly Rate
										Mon	Tue	Wed	Thu	Fri	Sat	Sun	County	Non-County	Total		
SAMPLE		Department-Facility Name	1234 Address	Los Angeles	E01	Laborer	Full Time	5:00pm-1:30am	8	8.0	8.0	8.0	8.0	8.0			40.0	0.0	40.0	\$ 18.49	
					E02	Foreman	Full Time	5:00pm-7:00pm	2	2.0	2.0	2.0	2.0	2.0			10.0	30.0	40.0	\$ 18.49	
					E03	Supervisor	Full Time	8:00am-5:00pm	8	8.0	8.0	8.0	8.0	8.0			40.0	0.0	40.0	\$ 18.49	
	TOTAL															90.0	30.0	120.0			
1		All Facilities				Gardener	Full Time	600 - 230pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600-230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600-230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
3		All Facilities				Crew Leader	Full Time	600-230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600-230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Crew Leader	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Crew Leader	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Crew Leader	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Crew Leader	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
		All Facilities				Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
						Gardener	Full Time	600 - 230 pm	8	8	8	8	8	8			40.0	0.0	0.0	\$18.86	
TOTAL																	0.0	0.0	0.0		

Proposer must submit a staffing plan that is comprised of full time employees, unless the contractor can demonstrate to the County the necessity of part time staff. If a staffing plan contains part time employees, contractor must submit written justification for the use of part time staff.

**REQUIRED FORMS – EXHIBIT 11
LIVING WAGE PROGRAM
STAFFING PLAN**

[illegible]

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COUNTY'S ADMINISTRATION

CONTRACT NO. GCS-I10821-C

COUNTY'S PROJECT DIRECTOR:

Name: Christie Carr
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-mail Address: ccarr@isd.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: Anthony Davis
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
elephone: 323-607-1073
E-mail Address: ADavis@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Contract Monitors
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATIONStay Green Inc.

CONTRACTOR'S NAME

CONTRACT NO. GCS-I10821-C

CONTRACTOR'S PROJECT MANAGER:

Name: Heidi Van Syoc
Title: Regional Manager
Address: 26935 Furnival Ave
Canyon Country, CA 91351
Telephone: 661-383-6752
Facsimile: 877-317-8437
E-mail Address: hvansyoc@staygreen.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Steve Seely
Title: Executive Vice President Development
Address: 26415 Summit Circle, Santa Clarita, CA 91350
Telephone: 661-510-9536
Facsimile: 877-317-8437
E-mail Address: sseely@staygreen.com

Name: Chris Angelo
Title: CEO/President
Address: 26415 Summit Circle, Santa Clarita, CA 91350
Telephone: 949-233-7358
Facsimile: 877-317-8437
E-mail Address: changelo@staygreen.com

NOTICES TO CONTRACTOR:

Name: Haley Stubbs
Title: AR Staff Accountant
Address: 26415 Summit Circle, Santa Clarita, CA 91350
Telephone: 714-844-2334
Facsimile: 877-317-8437
E-mail Address: hstubbs@staygreen.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Stay Green Inc. Contract No GCS-110821-C**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 must 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: July 16, 2024PRINTED NAME: Chris AngeloPOSITION: CEO/President

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, Celia Ortiz (Name of Owner or Company Representative) Payroll Supervisor (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

Celia Ortiz, Payroll Supervisor

Owner or Company Representative Signature:

Celia Ortiz

Date: 7/17/2024

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.

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 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 Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	CPI

Effective January 1, 2025, 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.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

CONTRACT GCS-I10822-C



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SEPCO EARTHSCAPE INC.

FOR

LANDSCAPE SERVICES (REGION 6)

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Staffing Plan Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance

PROP A – LIVING WAGE PROGRAM EXHIBITS

- I** Living Wage Ordinance
- J** Living Wage Rate Annual Adjustments

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SEPCO EARTHSCAPE, INC.
FOR
LANDSCAPE SERVICES**

This Contract ("Contract") made and entered into this 10th day of September, 2024 ("Effective Date") 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 2730 Wilshire Blvd, Suite 660, Santa Monica, CA 90403.

RECITALS

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Staffing Plan Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Living Wage Ordinance
Exhibit J	Living Wage Rate Annual Adjustments

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

2.0 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 agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.5 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **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.
- 2.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 **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:** The County of Los Angeles Internal Services Department which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department (Internal Services Department).
- 2.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.1.16 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.17 **Regions:** Grouping of facilities within areas of Los Angeles County.

- 2.1.18 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.19 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.20 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of six (6) years and six (6) months. Each such extension option may be exercised at the sole discretion of ISD or their designees as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4. The Contractor must notify 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 Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under this agreement will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B, (Pricing Schedule).

5.1.2 The Director of ISD, or their designee, may request approval or delegated authority from the County's Board of Supervisors to supplement the initial total contract amount by up to 10%. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 Department 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). 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 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.
- 5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Custodial & Landscaping Division, Operations Services
Maribel Diaz
MDiaz@isd.lacounty.gov

5.5.5 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.

5.5.6 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)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any 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 Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's 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

- 7.3.1 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.
- 7.3.2 Contractor will assign a sufficient number of employees to perform the required work as defined in the SOW,
- 7.3.3 Contractor will immediately remove any contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that staff have obtained a County 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 County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.
- 7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of

a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

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 Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract 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 Director of ISD or their designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.

8.1.3 The Director of ISD or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (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 Director of ISD or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within seven (7) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within two (2) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Project Manager within one (1) 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 this Paragraph 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**

- 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.
- 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.
- 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.

- 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 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**

- 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.
- 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.
- 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 will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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.

- 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. The Board 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 and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default

arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 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.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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.

- 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.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department, General Contracts
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services
Manager II
TMenendez@isd.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will 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 must 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 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- 8.25.5 **Pollution Abatement Liability Insurance:** Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, pollution liability is also required under the contractor's of Subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$1,000,000.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, 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 Director, 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 one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate

private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/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 Director, 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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:
- The Contractor must develop all publicity material in a professional manner; and
 - 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.
- 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 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 of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole

option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

8.39 Recycled Bond Paper

Consistent with the Board's 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:
 - A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - 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:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services Manager II
TMenendez@isd.lacounty.gov

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

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the 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 the 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:
- 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 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

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 appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Integrated Pest Management (IPM) Program Compliance

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

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

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

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- 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:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- 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.

9.0 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

- 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.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 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.
- 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.

- 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.

- **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.

- **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.

- **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

- 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.
- 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.
- 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)

- 9.2.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by

Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Local Small Business Enterprise (LSBE) Preference Program

- 9.3.1 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](#).
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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:

- 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;
- 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
- 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.

9.4 Social Enterprise (SE) Preference Program

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.4.2 Contractor must 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 SE.
- 9.4.3 Contractor must 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 SE.
- 9.4.4 If Contractor has obtained County certification as a SE 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, Contractor will:
 - 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;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 entity 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.5.2 Contractor must 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 DVBE.
- 9.5.3 Contractor must 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 DVBE.
- 9.5.4 If Contractor has obtained certification as a DVBE 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, Contractor will:
 - 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;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, 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.

9.6 Organic Waste Recycling

- 9.6.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.6.2 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.
- 9.6.3 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.
- 9.6.4 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.

9.7 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.

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	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.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 September 10, 2024

Edward Yen

EDWARD YEN
EXECUTIVE OFFICER



ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

Crystal

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Elisabeth Friedman



08/14/2024 03:32 PM PDT

Principal Deputy County Counsel

CONTRACTOR

(Sepco Earthscape, Inc

By

Sepehr Raafat

Name

President

Title

COUNTY OF LOS ANGELES

By

[Signature]

Chair, Board of Supervisors

President

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

By

Crystal

Deputy

Sepco Earthscape, Inc, Contract
Landscape Services
Region 6

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**CONTRACT FOR
LANDSCAPE SERVICES**

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APPENDIX A

EXHIBIT 1

STATEMENT OF WORK

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EXHIBITS

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EXHIBIT 5 – FACILITY SITE MAPS

EXHIBIT 6 – INSPECTION REPORT

EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP

1.0 SCOPE OF WORK

Contractor must provide landscape services to County facilities identified in Exhibit B, Pricing Sheets, of the Contract by providing all labor, supervision, equipment, materials, safety gear, and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance, and other related services. Contractor must perform all necessary maintenance tasks as required herein.

The landscaped areas must be maintained at the frequencies identified in Section 10.0 Service Requirements – Ongoing Maintenance Tasks, of this SOW. In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director must resolve said conflict or inconsistency.

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

- 2.1 County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments. Any additional work as a result of Addition/Deletion of facilities must be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.
- 2.2 Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.
- 2.3 The landscaped areas must be maintained with a well-manicured, clean appearance, and all work must be performed in a professional, workmanlike manner using quality equipment and materials. Contractor must not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Project Manager for review. The plan 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, must be provided to the County upon request.

- 3.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

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

The verbal notification may be followed with a formal Contract Discrepancy Report (CDR), as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

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.

4.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification, as determined necessary to assure a sufficient evaluation of Contractor performance.

- Customer complaints or public complaints.
- Exhibit 6, Inspection Report.
- Exhibit 7, Irrigation Assessment Report.
- Exhibit 8, Landscape Service Slips.

4.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in this SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor must notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this contract.
- If the County Project Manager determines assessment for unacceptable performance or corrective actions made outside contract terms, an assessment letter will be sent to the Contractor.

5.0 DEFINITIONS

Pruning: is defined as trim (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.

Trimming: is defined as cutting down to the desired size or shape.

EPA WaterSense certified: Is a partnership program by the U.S. Environmental Protection Agency. The program seeks to help consumers make smart water choices that save money and maintain high environmental standards without compromising performance. Products and services that have earned the WaterSense label have been certified to be at least 20 percent more efficient without sacrificing performance.

Metropolitan Water Districts' SoCal WaterSmart: The SoCal WaterSmart program offers cash rebates on a wide variety of water-saving technologies.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

County does not anticipate assigning any County employee to Contractor on a full-time basis. County personnel will be made available to the Contractor at the

County Project Manager's discretion, to answer questions and provide a liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

6.2 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof must be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Personnel

A. Contractor must assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit 4, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor must designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper must be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor must provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person must visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by email and/or cell phone during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person must have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

1. Contractor must provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request at an additional cost.
 2. Arborist reports at a minimum, must document description and condition of the tree, note issues, damage or areas of concern, and provide information about the cause of issues including site conditions, pest or disease threats or mechanical injury.
 3. Contractor must respond immediately to calls for arborist requests and be at the site within two (2) business days of receiving notification by County.
- E. Contractor must notify County's Contract Monitor, District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor must ensure substitute employee obtains a County Identification (ID) badge prior to providing services.
- F. All services requiring licenses and/or certifications will be performed by properly trained, licensed, and certified personnel.
- G. Contractor must provide and require every employee to wear an appropriate uniform with the company identification at all times. County must approve uniforms prior to contract start date.
- H. Contractor must require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge must be displayed on employees at all times he/she is on County designated property.

6.4 Facility Work Requirements

- A. Contractor must maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.
- B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and must promptly comply with any request by the County Project Manager. Contractor must provide quotes within 48 hours of receipt of request. County reserves the right to seek bids from other contractors for various work on contracted and non-contracted sites.
- C. Contractor must perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection must be both visual and operational. It must include operation of all irrigation systems checking for

proper condition and reliability. Contractor must take immediate steps to correct any observed irregularities and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

- D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor must use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.
- E. Contractor must track all Exhibit 6, Inspection Report, that require corrective action and all CDRs to ensure timely response and compliance.
- F. Contractor must provide quote for additional work within 24 hours from the time of the request.

6.5 Training

- A. Contractor must provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees on a monthly basis. Course material summary along with employee training rosters are due to the County Project Manager five (5) working days prior to month end.
- B. Contractor personnel must be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor must provide proof of training and IIPP records upon County request.
- C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.
- D. Contractor must ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor must control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

6.6 County Required Meetings

- A. Contractor's Project Manager or Supervisor must meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

- B. Contractor's Project Manager or designee must be available to attend all daytime landscape services orientations with County Facility Managers within 24 hours of notification. This must include new facilities that are added to Contractor's services.

6.7 Contractor's Office

Contractor must maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office must be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor must ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. The Contractor must answer phone calls and emails within two (2) hours of receipt of the call and/or email. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

7.0 HOURS/DAY OF WORK

Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

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

8.0 FACILITY SITE MAPS

Exhibit 5, Facility Site Maps, identifies the boundaries for each facility. All services listed within this SOW must be applicable within the boundaries as identified in Exhibit 5, Facility Site Maps.

9.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor must perform during the contract term.

9.1 Mowing

- A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).
- B. Mowing operations must be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

- C. Mowing operations must be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- D. All equipment must be adjusted to the proper cutting heights and must be adequately sharpened. Mowing height must be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.
- E. Walkways must be cleaned immediately following each mowing. All grass clippings must be collected and removed from the site immediately.

9.2 Edging/Detailing/Weed Control

- A. Frequency: Edging - Every week.
- B. All turf areas must be kept neatly edged and all grass invasions eliminated.
- C. When designed edges exist in flowerbeds, these edges must be kept clean, sharp, well defined, and free of weeds and grass invasion.
- D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees must be edged to a neat and uniform line.
- E. The edge of turf must be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.
- F. Mechanical Edging
 - 1. Mechanical edging of turf ground cover and/or fence lines must be performed at each site every week after mowing.
 - 2. Mechanical edging must be completed as one operation in a manner that ensures a well-defined edge.
 - 3. Walkways must be cleaned immediately following each mechanical edging.

9.3 Weed Control

- A. Frequency: Each visit.
- B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

- C. Weeds treated with a contact weed chemical must be left in place for a minimum of seven (7) days. If kill is not complete, a second application must be applied.
- D. Weeds treated using a systematic chemical must be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application must be applied.
- E. After complete kill, all dead weeds must be removed from area.
 - 1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth must be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
 - 2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width must be considered normal.
 - 3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance must be considered normal.
- F. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds must be kept under strict control.
- G. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.
- H. Methods for removal of weeds, turf encroachment, and detailing must incorporate chemical and/or mechanical means of eradication.

9.4 Litter Control

- A. Frequency: Each visit.
- B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation, and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up must be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.
- C. All litter and debris occurring as a result of Contractor's operations must be removed from the landscaped area immediately following such operations.

- D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.
- E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.
- F. Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor must submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.

9.5 Raking

- A. Frequency: Each Visit.
- B. Accumulation of leaves must be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Debris from landscape area must be removed immediately.
- C. Use of handheld blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate “no blowers” or “no gas-powered blowers.”

9.6 Pruning Trees, Hedges, and Ground Cover

- A. Tree Pruning
 - 1. Frequency: As-Needed or at the direction of the County Project Manager.
 - 2. Tree pruning must be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs must be removed at the point of breaking.
 - 3. Trees should be pruned to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards.
 - 4. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
 - 5. All limbs 1-1/2” or greater in diameter must be undercut to prevent splitting.
 - 6. All limbs must be lowered to the ground using a method, which prevents damage to the remaining limbs.
 - 7. All cuts exceeding 1/2” must be treated with an appropriate tree heal compound.
 - 8. All equipment utilized must be clean, sharp, and expressively designed for tree pruning.
 - 9. Climbing spurs must not be used.
 - 10. The initial step of pruning must be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
 - 11. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline.

12. Limbs should extend alternately from the trunk on 12" or 24" spacing.
13. All trees must be thinned of smaller limbs to distribute the foliage evenly.
14. All trees must be trimmed and shaped to provide a symmetrical appearance typical of the species.
15. All suckers and sprouts must be cut flush with the trunk or limb.
16. No stubs will be permitted.
17. All Structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage must be reported to County's Project Manager or his designee.
18. Special emphases must be placed upon public safety during pruning operations, particularly when adjacent to roadways.
19. All trimming and debris must be removed and disposed off-site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances must hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter must be undercut to prevent splitting.
8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth must be removed as they develop.
3. All ground cover areas must be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees must be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees must be repaired or replaced within five (5) working days.
2. All repairs or replacements must be completed in accordance with the following maintenance practices:
 - a) Trees - Minor damage such as bark lost from impact of mowing equipment must be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree must be removed and replaced to comply with the specified instructions of the County Project Manager.
 - b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage must be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
 - c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching must be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.
 - d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement must be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement must be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

9.7 Watering

- A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention must be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, must be taken into consideration. All landscaped and turf areas must be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.
- B. The delivery of adequate moisture to the landscaped areas must include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.
- C. Adequate soil moisture will be determined by programming the irrigation system as follows:
 1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
 2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather

- to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe must be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- D. Watering must be regulated to avoid interference with any use of the facility's roadways, paving or walkways.
 - E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers must be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
 - F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting must be protected from over watering and run-off drowning.
 - G. New turf (up through the sixth mowing) must be watered immediately after mowing.
 - H. All ground cover areas must be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.
 - I. Watering must comply with applicable water restriction regulations and directives.

9.8 Irrigation System Maintenance

- A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.
- B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of \$1,000. Repairs exceeding a cost of \$1,000 should be submitted to the County Project Manager for approval or handling. County is responsible for the back-flow device.
- C. If system is working, Contractor must, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens,

diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:
 - a) Adjust valves and sprinkler heads.
 - b) Replace all risers and swing joints to the lateral lines.
 - c) Replace button type turf and shrub heads.
 - d) Replace all missing covers to valve boxes.
 - e) Provide caps and plugs.
- D. Contractor must provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.
- E. In order to ensure the operability of the irrigation system, Contractor must sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor must:
 1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
 2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
 3. All system malfunctions, damage, and obstructions must be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.
- F. Contractor must repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage must be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.
- G. Contractor must respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.
- H. Contractor must 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 Project Manager or designee.
- I. Contractor must be responsible for correcting, before the expiration of the contract, all deficiency repairs, including irrigation systems, related to the services provided under this contract. At the conclusion of the contract, an inspection must be conducted to assess the conditions of the services provided by the Contractor. In the event that any such deficiencies remain unresolved, the County reserves the right to withhold the final payment until satisfactory

resolutions have been achieved, thereby ensuring the completion of all necessary repairs and improvements.

- J. The County of Los Angeles may require contractors to procure equipment and parts. Items that are EPA WaterSense certified or parts listed under Metropolitan Water Districts' SoCal WaterSmart listing for approved landscape equipment to help conserve water.

9.9 Disease/Insect Control

- A. All landscaped areas must be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.
- B. Contractor Project Manager or designee must be notified immediately of any disease, insects, or unusual conditions that might develop.
- C. A disease control program to prevent all common diseases from causing serious damage must be provided on an as-needed basis. Disease control must be achieved utilizing materials and rates recommended by a licensed Arborist.
- D. An insect control program to prevent all common insects from causing damage must be provided on an as-needed basis. Insect control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

9.10 Rodent Control

All areas must be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

10.0 SPECIALTY SERVICE REQUIREMENTS

10.1 Chemical Edging/Detailing

- A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.
- B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas must be trimmed to proper mowing heights. Chemicals must be applied in a manner to limit drift to six (6) inches. Precautionary measures must be employed since all areas will be open to the public during application.

- C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.
- D. All work involving chemicals must be provided as identified in Section 13.0 of SOW.

10.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) must be trimmed and thinned at each facility once within year one (1) of the Contract, once within year four (4) of the Contract, and once within the second option year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees must be maintained in accordance with Section 10.2, Paragraph A, subparagraph 1(f) below.
 - a) Contractor must submit to County Project Manager a schedule of tree trimming services to occur within the first year of the Contract, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the five (5) year term.
 - b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
 - c) All wounds one (1) inch in diameter or over must be painted with asphaltic base tree paint immediately after pruning.
 - d) Remove all new growth on trees up to the appropriate height clearances.
 - e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed must have a caliper of three (3) inches or less measured six (6) inches above the ground level.
 - f) Palm trees must be maintained and kept free of dead fronds and potential falling debris at all times.
 - g) No Topping of Trees (also known as stubbing, tipping, hat-racking, dehorning or round over)

B. Staking and Tying/Materials Used

1. Damaged trees must be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, must 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 size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire must be either new or used garden hose at least one half (1/2) inch in diameter (hose ties should allow minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

C. Tree Removal

1. Contractor is responsible for the cost and removal of irreparable damaged or fallen trees and/or branches that are deemed to be an act of God.
2. Contractor is required to perform stump grinding of all fallen trees.
3. Contractor must respond to these issues within 24 hours of notification from County.

10.3 Aerification

- A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.
- B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.
- D. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
- D. All cores must be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

10.4 Fertilization

- A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.
- B. All fertilization must be approved by County Project Manager or designee prior to its application.
- C. Application of fertilizer must be done in sections, determined by the areas covered by each irrigation system.
- D. All areas fertilized must be thoroughly soaked immediately after fertilization.

- E. All turf areas must 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 must be inorganic and granular in form with an approximate ratio of 4-1-2.
- F. Areas must be fertilized utilizing ratios and mixtures per manufacturer's recommendation.
- G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer must be organic and granular in form without trace elements.
- H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.
- I. Fertilizer should be organic and granular in form without trace elements.
- J. Areas must be fertilized utilizing ratios and mixtures recommended by the manufacturer.

10.5 Renovation/Vertical Mowing

- A. Frequency: As requested by County at an agreed to additional cost.
- B. Care must be taken to avoid unnecessary or excessive injury to the turf grass. Contractor must be responsible for turf damage.
- C. Sweep or rake the dislodged thatch from the turf areas and remove from site.
- D. Standard renovating or vertical mowing type equipment must be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.
- E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- F. Renovate to the soil line and remove all excessive thatch in turf areas.
- G. After thatch is removed and upon completion of turf renovation, all turf areas must be seeded, mulched, and watered.
- H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.
- I. Mulch must be spread evenly over the entire area to a uniform depth.

10.6 Cultivating

- A. Frequency: As needed.
- B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care must

be taken so as not to disturb plant materials or their roots in accomplishing this operation.

10.7 Turf Reseeding/Restoration of Bare Areas

- A. Frequency: As requested by County at an agreed additional cost.
- B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.
- D. Stolonize bare areas with Adlayd Turf (*paspalum vaginatum*) at the rate recommended by the County Project Manager.

11.0 PLANT MATERIALS

- 11.1 Plant materials must conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.
- 11.2 Nomenclature: Plant names used in the landscape plan of the area must conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.
- 11.3 Quality: Plants must be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and must have healthy normal root systems and comply with all State and local regulations governing these matters, and must be free from any noxious weeds.
- 11.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it must be understood that these plant materials must be normal stock for type listed. They must be sturdy enough to stand safely without staking.
- 11.5 Plant materials must be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.
- 11.6 All plant materials must be provided from a licensed nursery and must be subject to acceptance by the County Project Manager or designee.
- 11.7 Plant Materials Guarantee - All shrubs must be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

- 11.8 All new plant materials must have a six (6) month guarantee unless specifically stated in written form.

12.0 USE OF CHEMICALS

- 12.1 All work involving the use of chemicals must be in compliance with all federal, state, and local laws.
- 12.2 A listing of proposed chemicals, including commercial name, application rate and type of usage must be submitted to County Project Manager or designee for approval at the commencement of the contract. No work must begin until written approval of use is obtained from County Project Manager or designee. Chemicals must be approved by the United States Environmental Protection Agency and the California Department of Pesticide Regulation.
- 12.3 Chemicals must only be applied by those persons possessing a valid California Qualified Applicator's License. Application must be in strict accordance with all governing regulations.
- 12.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions must be made and retained in accordance with Sub-paragraph 8.38, Record Retention And Inspection/Audit Settlement, of the Sample Contract.
- 12.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.
- 12.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California must be adhered to.
- 12.7 Chemicals must be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 12.8 County reserves the right to approve usage of particular chemicals.
- 12.9 On March 19, 2019, the Los Angeles County Board of Supervisors adopted a motion to cease the use of glyphosate-based products. Contractors must adhere to this Board directive. In response to the Board of Supervisors motion, contractors must use non-glyphosate-based chemical or manual methods for weed control.

13.0 WASTE REMOVAL

- 13.1 Contractor must collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor must not use County trash bins for maintenance operations.

- 13.2 Contractor must be required to empty and reline trash receptacles as identified in Exhibit 4, Facility and Landscape Specification Sheets. Contractor is responsible for replacing trash liners in trash receptacles.
- 13.3 Contractor must not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

14.0 AS-NEEDED SERVICES

- 14.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.
- 14.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.
- 14.3 Prior to performing any as-needed services, the Contractor must prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. Contractor must provide quotes within 48 hours of receipt of as-needed service request. No as-needed services must commence without prior written authorization by County Project Manager. Contractor must be compensated at the labor rates identified in Exhibit B, Pricing Sheet(s).
- 14.4 All as-needed services must commence on the established specified date and Contractor must proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.
- 14.5 The County reserves the right to perform the services itself or assign the services to another Contractor.
- 14.6 All new plant materials will come with a six (6) month guarantee unless specifically stated in written form. All other materials will come with a one (1) year guarantee unless damaged or broken by an Act of God or vandalism.

15.0 EMERGENCY SERVICES REQUESTS

- 15.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor must contact the County's Project Manager immediately upon discovery and obtain approval by County's Project Manager prior to starting work. A written estimate must be sent within a reasonable timeframe after completion of the emergency services.

- 15.2 Contractor must bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.
- 15.3 Contractor must respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.
- 15.4 Contractor must not perform any emergency services without prior approval of Contract Manager.

16.0 MAINTENANCE REPORTS

- 16.1 Contractor must submit monthly, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report must include, at a minimum, the following information:
 - A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
 - B. Quantity and label description of **all** grass seed used.
 - C. Quantity and complete description of **all** soil amendments used.
 - D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.
- 16.2 Contractor must make themselves available within 72 hours of receiving a request to perform quarterly irrigation audits, Exhibit 7, Irrigation Assessment Report.
- 16.3 Contractor must submit Exhibit 8, Landscape Service Slip, for all routine and periodic services as stated in Sections 10.0 through 16.0 of the SOW. Exhibit 8, Landscape Service Slip, must note date of service(s), type of service(s), and include picture(s). Exhibit 8, Landscape Service Slip, is required once a week for facilities serviced daily. For all other services, Exhibit 8, Landscape Service Slip, is required after each service provided.
- 16.4 Exhibit 6, Inspection Report, will be sent to Contractor denoting discrepancies. Contractor must respond within the required due date provided in the Inspection Report. Contractor must then provide proof of correction of all discrepancies within respective contractual time obligation of noted discrepancy. Responses to deficiencies /discrepancies must include pictures of corrective actions.

17.0 MAINTENANCE SCHEDULES

- 17.1 Contractor must submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules must be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules must delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

- 17.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 17.3 Contractor must provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

18.0 GREEN INITIATIVES

- 18.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 18.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.
- 18.3 Contractor must comply with all waste and recycling requirements including but not limited to, Contract Paragraph 9.10, Organic Waste Recycling, and Contract Paragraph 9.11, Procurement of SB 1383.
- 18.4 Contractor must, to the extent possible, transition from the use of gas-powered lawn equipment to fully electric alternative lawn equipment pursuant to Assembly Bill 1346, which implemented regulations on gas-powered lawn tools and similar devices.

NOTE: To help the transition away from gas-powered leaf blowers to fully electric alternatives, there are grants, rebates, and buyback opportunities available for those who utilize this equipment, including landscapers. Assembly Bill 1346 includes \$30 million in funding that will be made available to sole proprietors and other small landscaping businesses to help with the transition to zero-emissions, including leaf blowers. Additionally, the South Coast Air Quality Management District and Antelope Valley Air Quality Management District have programs that can help replace gas-powered residential lawn mowers and commercial lawn and garden equipment, including leaf blowers, for Contractors.

19.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit 2, Performance Requirements Summary (PRS) chart, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the

Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

APPENDIX A

STATEMENT OF WORK

EXHIBITS

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EXHIBITS

EXHIBIT 1 – CONTRACT DISCREPANCY REPORT

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EXHIBIT 3 – LANDSCAPE MAINTENANCE CERTIFICATION

EXHIBIT 4 – FACILITY AND LANDSCAPE SPECIFICATION SHEETS

EXHIBIT 5 – FACILITY SITE MAPS

EXHIBIT 6 – INSPECTION REPORT

EXHIBIT 7 – IRRIGATION ASSESSMENT REPORT

EXHIBIT 8 – LANDSCAPE SERVICE SLIP



CUSTODIAL SERVICES DIVISION

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Facility Name:		Address:		Date of Inspection:	
Contractor:		Contract No.		Contract Monitor:	
Contact Person:		Telephone: () -		CSD Dist # North	
Report Transmitted to Fax #: () -		District Manager Signature:			
Report Transmitted to Fax #: () -		Fax: () -			
A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response	County Use Only		
			Date Correction Due	Date Completed	
1					
2					
3					
4					

Contractor's Representative Signature *Date Signed*

Additional Comments:

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	Monthly Invoices are received and approved by the County by the 15 th calendar day of the month following the month of services	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	The Contractor shall submit the monthly invoices to the County by the 15 th calendar day of the month following the month of service.	Invoices are received in County office by the due date.	\$200 per occurrence
Contract: Paragraph 7. 3 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.5.2 & 7.5.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	\$200 per badge
Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	\$100 per occurrence
Contract: Paragraph 8.38 Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	\$200 per occurrence; possible termination for default of contract.
SOW: Section 4.1 Monthly Meetings	Contractor is required to attend a scheduled monthly meeting.	Inspection and Observation	\$200 per occurrence
SOW Section 4.2 Contractor Discrepancy Report	Contractor is required to respond in writing within 24 hours.	Receipt of document	\$200 per occurrence; possible termination for default of contract.
SOW Section 4.6 As-Needed and On-Going Services Quotes	Provide quotes upon request for as- needed and on-going services within 48 hours of receipt.	Receipt of document	<u>\$100 per occurrence</u>
SOW Section 6.3 Contractor Personnel	Provide Principal Landscaper/Arborist must read, speak and understand English.	Inspection & Observation	\$200 per occurrence
SOW Section 6.3.C Contractor Supervisor	Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager.	Inspection and Observation	\$100 per occurrence
SOW Section 6.3.G Uniforms	Contractor to ensure all employees wear approved uniforms and County issued ID badges.	Inspection and Observation	\$100 per occurrence
SOW Section 6.5 Training	Provide Training Programs for new and continuing employees.	Receipt of document	\$100 per occurrence
SOW Section 6.6 County required meetings	Contractor attendance at all monthly or as required County meetings.	Observation of Attendance	\$100 per occurrence
SOW Section 6.7 Contractor Office.	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones	Inspection and Observation	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	or pager to respond to County calls within 2 hours.		
SOW Section 7.0 Hours/Day of Work	Contractor shall provide all landscape services in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheet.	Inspection and Observation	\$200 per occurrence
SOW Section 9.1 Mowing	100 % Completion of Required Services	Inspection and Observation	\$100 per occurrence
SOW Section 9.2 Edging/Detailing/ Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.3 Weed Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.4 Litter Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.5 Raking	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.6 Pruning Trees, Hedges & Ground Cover	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.7 Watering	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.8 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.9 Disease/Insect Control	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 9.10 Rodent Control	All areas shall be maintained free of rodents, gophers, and ground squirrels	Inspection & Observation	\$200 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 10.1 Chemical Edging/Detailing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.2 Trimming and Crowning of Trees	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.3 Aerification	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.4 Fertilization	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.5 Renovation/Vertical Mowing	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.6 Cultivating	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 10.7 Turf Reseeding/Restoration of Bare Areas	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 11.0 Plant Materials	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 13.0 Waste Removal	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 14.0 As-Needed Services	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 15.0 Emergency Services Requests	100% Contractor response within 2 hours of notification by County.	Observation of Response	\$100 per occurrence
SOW Section 16.0 Maintenance Reports	100 % Completion of Required Services	Acceptance and Inspection of Reports	\$100 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 16.3 Service Slip	100% Completion of Required Services	Receipt of document	\$100.00 per occurrence

LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20____, and that:

	Yes	No	Initial
1. Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work.	<input type="checkbox"/>	<input type="checkbox"/>	
2. All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Irrigation systems have been checked for operability and that the following are functioning properly:			
a) Irrigation lines	<input type="checkbox"/>	<input type="checkbox"/>	
b) Valves	<input type="checkbox"/>	<input type="checkbox"/>	
c) Sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
d) Controllers	<input type="checkbox"/>	<input type="checkbox"/>	
4. Had spraying and/or use of chemicals occurred? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Have copies of the Pesticide Use Report have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
c) Have copies of restricted use permits have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Have specialty type maintenance services been requested? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has County Contract Monitor been notified in writing?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has the work schedule provided changed? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has the Contract Monitor been notified?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Comments			

Company Authorized Representative	Date
-----------------------------------	------

EXHIBIT 4 –
FACILITY AND LANDSCAPE
SPECIFICATION SHEETS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 04070/12810

Region 6 Facility No. 1	
Department/Facility	Sheriff/East LA Special Enforcement Bureau
Address	130 S. Fetterly Ave., Los Angeles 90022
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	4
Number of Planters	0
Shrubs	Yes
Hedges	No
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Property is located down driveway by the street signs, Gleason and Fetterly. Aerial Map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT #04027/12810

Region 6 Facility No. 2	
Department/Facility	Health Services/Edward Roybal Comprehensive Health Center
Address	245 S. Fetterly Ave., Los Angeles 90022
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	23
Number of Palm Trees	0
Number of Planters	3
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Trash and debris at this site and the lot next to it are policed daily. Aerial Map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10522

Region 6 Facility No. 3	
Department/Facility	Aging & Disabilities /Centro Maravilla Service Center
Address	4716 Cesar E. Chavez Ave., Los Angeles 90022
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	54
Number of Palm Trees	7
Number of Planters	17
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06748

Region 6 Facility No. 4	
Department/Facility	Public Works/East Los Angeles County Hall
Address	4801 E. 3 rd St., East Los Angeles 90022
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	No
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
This area which is adjacent to the park is policed for trash and debris once a week. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 04076/12810

Region 6 Facility No. 5	
Department/Facility	CEO/East Los Angeles Civic Center – Child Care Center
Address	4824 Civic Center Way, East Los Angeles 90022
Days/Hours of Operation	Every other month (1 st Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	27
Number of Palm Trees	4
Number of Planters	9
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Every other month
9.2 Edging/Detailing	Every other month
9.3 Weed Control	Every other month
9.4 Litter Control	Every other month
9.5 Raking	Every other month
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Service provided on Monday's. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT#12810

Region 6 Facility No. 6	
Department/Facility	CEO/East L.A. Library
Address	4837 E. 3 rd St., East Los Angeles 90022
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	29
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 04069/12810

Region 6 Facility No. 7	
Department/Facility	Probation/ Probation East LA Area Office
Address	4849 E. Civic Center Way, Los Angeles 90022
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	42
Number of Palm Trees	0
Number of Planters	8
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
As part of the Civic Center renovation, a new irrigation system has been installed and planter area has been increased. Address is changed from 144 S. Fetterly St. to 4849 E. Civic Center Way. Aerial Map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT#04060/12810

Region 6 Facility No. 8	
Department/Facility	Parks & Recreation/East LA Civic Center Park
Address	4901 E. 3 rd St., Los Angeles 90022
Days/Hours of Operation	7 days a week (M-Sun): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	295
Number of Palm Trees	14
Number of Planters	8
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	7 days a week
9.4 Litter Control	7 days a week
9.5 Raking	7 days a week
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
The irrigation system is on a timer and is operational at the site.
Comfort Station restrooms must be opened no later than 6 a.m. 7 days a week. Litter pick-up and emptying trash receptacles at the park is also 7 days a week. Liners must be replaced when trash receptacle is emptied. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT#04063/12810

Region 6 Facility No. 9	
Department/Facility	Parks & Recreation/East LA Civic Center Lake
Address	4901 E. 3 rd St., Los Angeles 90022
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	0
Shrubs	No
Hedges	No
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Lake duties include emptying trash receptacles and removal of litter within reachable distance by hand rake up to 10 feet from lake's edge. Concrete path surrounding the lake must be pressure washed monthly. The irrigation system is on a timer and is operational at this site. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 04066/12810

Region 6 Facility No. 10	
Department/Facility	Sheriff/East Los Angeles Station
Address	5019 E. 3 rd St., Los Angeles 90022
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	70
Number of Palm Trees	0
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial Map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05213

Region 6 Facility No. 11	
Department/Facility	DPSS/Belvedere AP District Office
Address	5445 Whittier Blvd., Los Angeles 90022
Days/Hours of Operation	Weekly(Thursday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	11
Number of Palm Trees	0
Number of Planters	1
Shrubs	Yes
Hedges	No
Grass	Yes
Irrigation System	Yes*

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
*Hand watering required at this site. Aerial map attached.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #05041

Region 6 Facility No. 12	
Department/Facility	Public Health/Ferguson Complex
Address	5555 Ferguson Dr., Commerce 90022
Days/Hours of Operation	Twice a week, Monday & Thursday: All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	48
Number of Palm Trees	1
Number of Planters	11
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Twice a week
9.2 Edging/Detailing	Twice a week
9.3 Weed Control	Twice a week
9.4 Litter Control	Twice a week
9.5 Raking	Twice a week
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
ACCT# 12810

Region 6 Facility No. 13	
Department/Facility	CEO/East LA Civic Center (Vacant Lot)
Address	999 Mednick St., Los Angeles 90022
Days/Hours of Operation	Bi-Monthly (1 ST and 3 rd Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	0
Shrubs	No
Hedges	No
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Bi-Monthly
9.2 Edging/Detailing	Bi-Monthly
9.3 Weed Control	Bi-Monthly
9.4 Litter Control	Bi-Monthly
9.5 Raking	Bi-Monthly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
The vacant lot next to Roybal Health Center requires removal of all weeds, trash, and debris twice a month. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 11864

Region 6 Facility No. 14	
Department/Facility	Economic Opportunity/Parking Lot
Address	4495-4496 E. Cesar Chavez Ave., Los Angeles 90022
Days/Hours of Operation	Weekly Service (Every Saturday) All work during daylight hours

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	6
Number of Planters	7
Shrubs	YES
Hedges	YES
Grass	No
Irrigation System	YES

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Parking Lot

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 11863

Region 6 Facility No. 15	
Department/Facility	Economic Opportunity/Vacant Lot
Address	4525 E. 3 rd St., Los Angeles 90022
Days/Hours of Operation	Weekly Service (Every Saturday) All work during daylight hours

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	1
Shrubs	0
Hedges	0
Grass	No
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Vacant Lot Irrigation Excluded 4527-4529 and 4529 ½ E. 3 rd St. Los Angeles 90022 are also included in SOW

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 11866

Region 6 Facility No. 16	
Department/Facility	Economic Opportunity/Vacant Lot
Address	4552 Floral Dr., Los Angeles 90022
Days/Hours of Operation	Weekly Service (Every Saturday) All work during daylight hours

Description	Required Maintenance
Number of Trees	1
Number of Palm Trees	0
Number of Planters	1
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	N/A

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Vacant Lot Irrigation excluded

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 05285

Region 6 Facility No. 17	
Department/Facility	DPSS/Metro East AP District Office
Address	2855 Olympic Blvd., Los Angeles 90023
Days/Hours of Operation	Weekly(Wednesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	11
Number of Palm Trees	1
Number of Planters	3
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes*

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
* Hand watering required at this site. Aerial map attached.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 06544

Region 6 Facility No. 18	
Department/Facility	Public Health/Martin Luther King Jr. Center for Public Health
Address	11833 Wilmington Ave., Los Angeles 90059
Days/Hours of Operation	Weekly(Wednesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	6
Number of Palm Trees	53
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Park area at the site is excluded and is maintained by Parks & Recreation. Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 10435

Region 6 Facility No. 19	
Department/Facility	Mental Health/Compton Family Services Center
Address	921 E. Compton Blvd., Compton 90221
Days/Hours of Operation	Every other Friday. All work to be performed during daylight hours.

Description	Required Maintenance
Number of Trees	4
Number of Palm Trees	N/A
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	Every other week
9.3 Weed Control	Every other week
9.4 Litter Control	Every other week
9.5 Raking	Every other week
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
See aerial map attached. Service includes the overflow parking lot adjacent to the building.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 08960

Region 6 Facility No. 20	
Department/Facility	Animal Care & Control/Animal Control #1
Address	11258 Garfield Ave, Downey 90242
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	N/A
Number of Palm Trees	N/A
Number of Planters	15
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	N/A
9.10 Rodent Control	N/A
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Parking lot blowing is limited to front parking lot only. Trees/palm trees trimming/pruning excluded. Mowing is limited to the grass areas located in the front of the building and in the kennels area (including dog runs/training kennels). Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 01316

Region 6 Facility No. 21	
Department/Facility	Public Health/Public Health Laboratory
Address	12750 Erickson Ave., Downey 90242
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	49
Number of Palm Trees	7
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems

Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 01303

Region 6 Facility No. 22	
Department/Facility	Sheriff/Internal Criminal Investigations Bureau
Address	13001 Dahlia Ave., Downey 90242
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	6
Number of Palm Trees	19
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 01300/12810

Region 6 Facility No. 23	
Department/Facility	Health Services/Rancho Los Amigos Hospital (South Campus)
Address	7601 Imperial Hwy., Downey 90242
Days/Hours of Operation	Daily (M-F): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	338
Number of Palm Trees	113
Number of Planters	22
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Daily (M-F)
9.4 Litter Control	Daily (M-F)
9.5 Raking	Daily (M-F)
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
All median strips are watered by timer. All other irrigation systems are manual. Due to ongoing construction the irrigation systems bordered by Amigos St. on the North, Rives St. on the East, Golondrinas on the South, and Erickson on the West are no longer operating. The irrigation system at 12802 Erickson and some park areas within the South Campus requires hand watering. There is no irrigation on the vacant land East of Amigos Hall. This area is serviced by "REQUEST ONLY". Hand watering required at this site. Aerial map attached

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 01306/12810

Region 6 Facility No. 24	
Department/Facility	Sheriff/South Crime Laboratory
Address	7717 Golondrinas St., Downey 90242
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	35
Number of Palm Trees	3
Number of Planters	3
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site. Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS/ACCT# 01317/12810

Region 6 Facility No. 25	
Department/Facility	Health Services/Rancho Los Amigos Children's Center
Address	7755 Golondrinas St., Downey 90242
Days/Hours of Operation	Weekly (Tuesday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	36
Number of Palm Trees	0
Number of Planters	2
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04052

Region 6 Facility No. 26	
Department/Facility	Probation/Downey Admin Center
Address	9150 E. Imperial Hwy., Downey 90242
Days/Hours of Operation	Bi-weekly (every other Saturday)

Description	Required Maintenance
Number of Trees	47
Number of Palm Trees	10
Number of Planters	16
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Every other week
9.2 Edging/Detailing	Every other week
9.3 Weed Control	Every other week
9.4 Litter Control	Every other week
9.5 Raking	Every other week
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As Needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	Excluded
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Pruning of tress less than 12 feet high is included. Excludes tree trimming and palm trees.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS# 04000

Region 6 Facility No. 27	
Department/Facility	Sheriff/ Century Regional Justice Center
Address	11701-7 S. Alameda St., Lynwood 90262
Days/Hours of Operation	3 times a week (Monday, Wednesday and Friday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	206
Number of Palm Trees	0
Number of Planters	20
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	3 times a week
9.4 Litter Control	3 times a week
9.5 Raking	3 times a week
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Aerial map attached

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
ACCT# 12810

Region 6 Facility No. 28	
Department/Facility	CEO/East LA Civic Center (Freeway Fence)
Address	999 Mednick St., Los Angeles 90022
Days/Hours of Operation	Weekly (Monday): All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	0
Shrubs	No
Hedges	No
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Bi-Monthly
9.2 Edging/Detailing	Bi-Monthly
9.3 Weed Control	Bi-Monthly
9.4 Litter Control	Bi-Monthly
9.5 Raking	Bi-Monthly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
The vacant lot requires removal of all weeds, trash, and debris twice a month. Aerial map attached.

FOS District: SOUTH

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #06483

Region 6 Facility No. 29	
Department/Facility	Sheriff/Parole Compliance Team
Address	15312 S. Paramount Bl, Paramount 90723
Days/Hours of Operation	Monthly (15th of the Month) All work needs to be done during daylight hours

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	Monthly
9.2 Edging/Detailing	Monthly
9.3 Weed Control	Monthly
9.4 Litter Control	Monthly
9.5 Raking	Monthly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Monthly
9.7 Watering	N/A
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	N/A
9.10 Rodent Control	N/A
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Ongoing Landscape Services one time per month. No Irrigation maintenance. No tree work included. Once a month to trim shrubs/hedge, cut the overgrown vegetation and weeds. Also Need access to rear to cut grass.All debris removed from site.

FOS District #: SOUTH
Contract Monitor: JESUS LUNA

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #11873

Region 6 Facility No. 30	
Department/Facility	DHS/Housing for Health
Address	7601 E. Imperial Hwy, 601/602 Downey 90242
Days/Hours of Operation	Weekly: Tuesday. All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Weekly
9.2 Edging/Detailing	Weekly
9.3 Weed Control	Weekly
9.4 Litter Control	Weekly
9.5 Raking	Weekly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	N/A
9.7 Watering	Varies according to season
9.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
9.9 Disease/Insect Control	As needed
9.10 Rodent Control	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
10.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
10.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
10.6 Cultivating	As needed
10.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Ongoing Weekly (1x/week) landscape service per SOW. All debris need to be removed from site. Tree service is not included. Aerial map attached.

FOS District #: SOUTH
Contract Monitor: DAVID BELL

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #05218

Region 6 Facility No. 31	
Department/Facility	DPSS/Cudahy A/P District Office
Address	8130 S. Atlantic Ave, Cudahy 90201
Days/Hours of Operation	Bi-Monthly (Thursday of the last week of the Month) All work needs to be done during daylight hours.

Description	Required Maintenance
Number of Trees	0
Number of Palm Trees	0
Number of Planters	Yes
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	No

General Service Requirements	Frequency
9.1 Mowing	N/A
9.2 Edging/Detailing	N/A
9.3 Weed Control	Bi-Monthly
9.4 Litter Control	Bi-Monthly
9.5 Raking	Bi-Monthly
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Bi-Monthly
9.7 Watering	N/A
9.8 Irrigation System Maintenance	N/A
9.9 Disease/Insect Control	N/A
9.10 Rodent Control	N/A
Specialty Service Requirements	Frequency
10.1 Chemical Edging/Detailing	N/A
10.2 Trimming and Crowning of Trees	N/A
10.3 Aerification	N/A
10.4 Fertilization	N/A
10.5 Renovation/Vertical Mowing	N/A
10.6 Cultivating	N/A
10.7 Turf Reseeding/Restoration of Bare Areas	N/A

Describe Special Operational Requirements
Provide Clean-up services every other month. No irrigation maintained included. No tree work included. All debris removed from site.

FOS District #: SOUTH
Contract Monitor: DAVID BELL

EXHIBIT 5 – FACILITY SITE MAPS

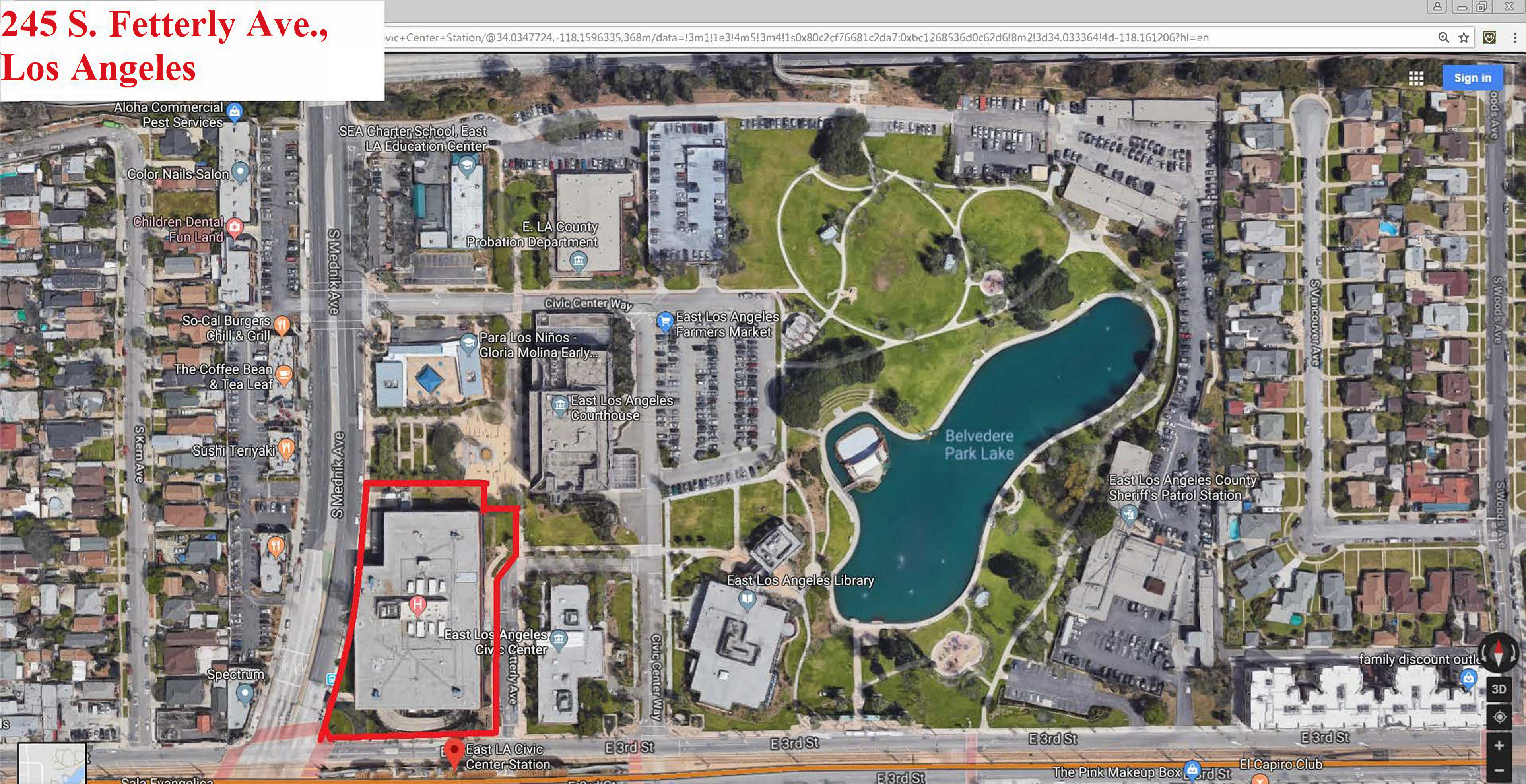
130 S. Fetterly Ave., Los Angeles



Disclaimer:

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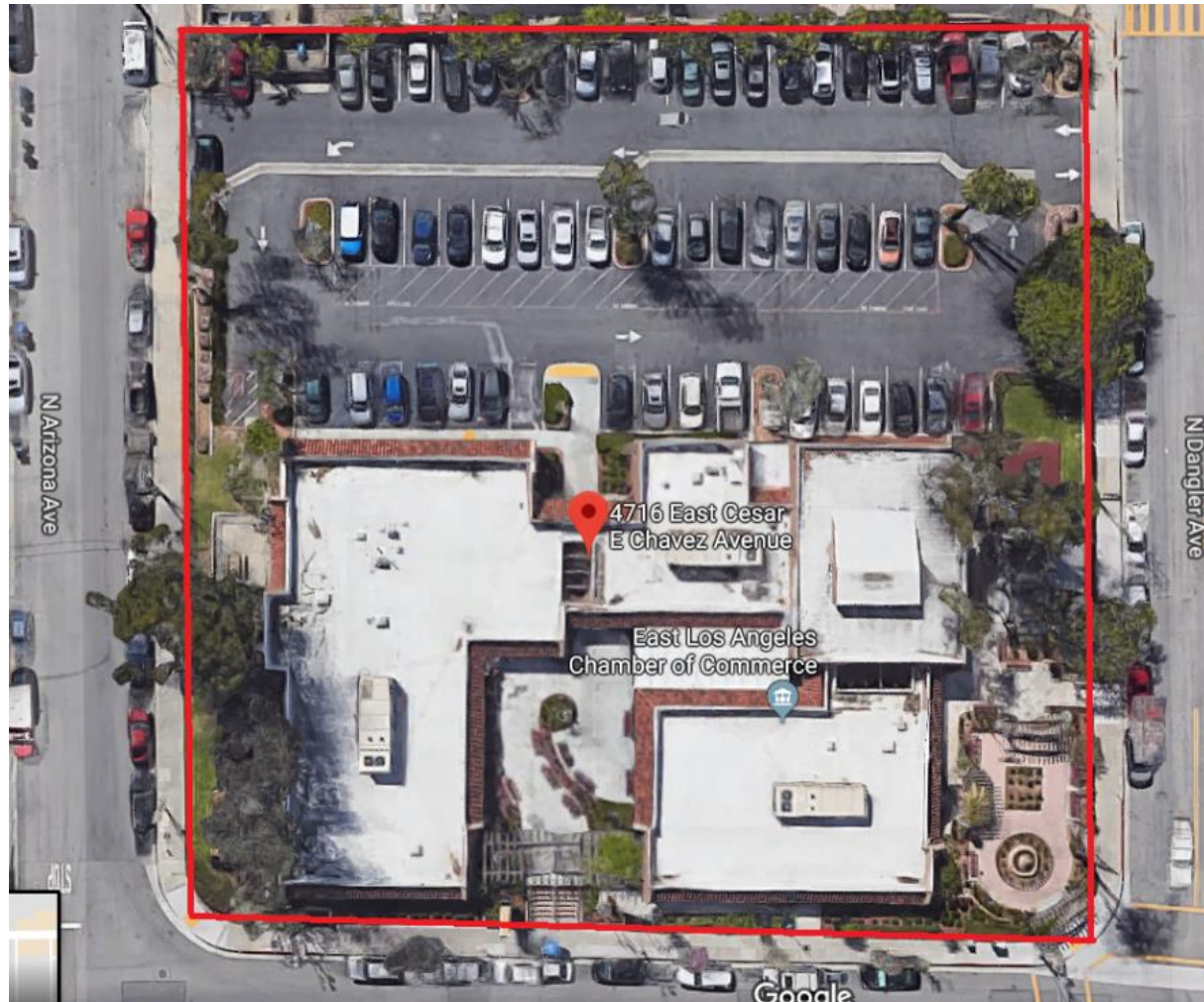
245 S. Fetterly Ave., Los Angeles



Disclaimer:

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4716 E. Cesar Chavez Ave Los Angeles



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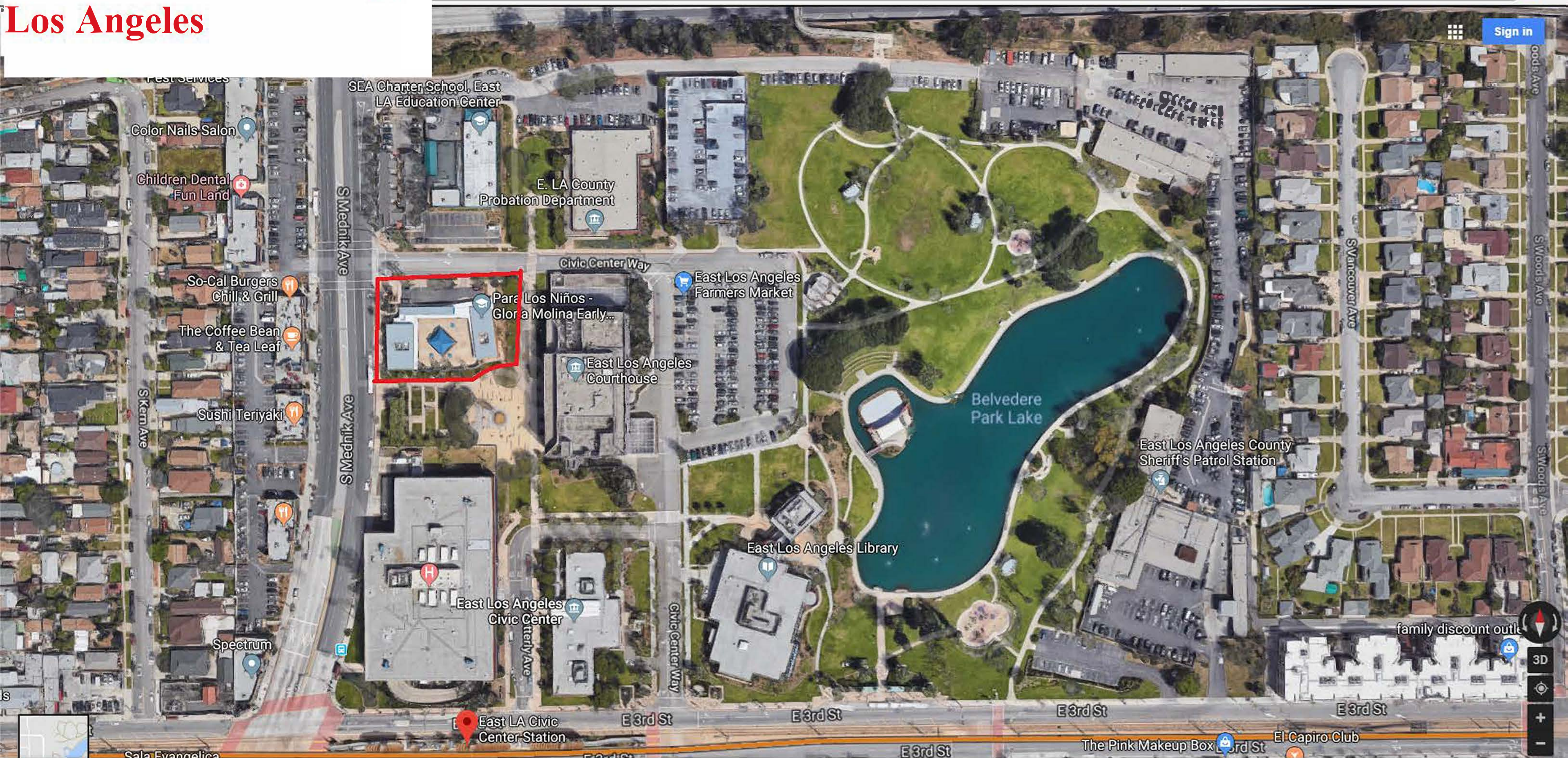
4801 E. 3rd St., Los Angeles



Disclaimer:

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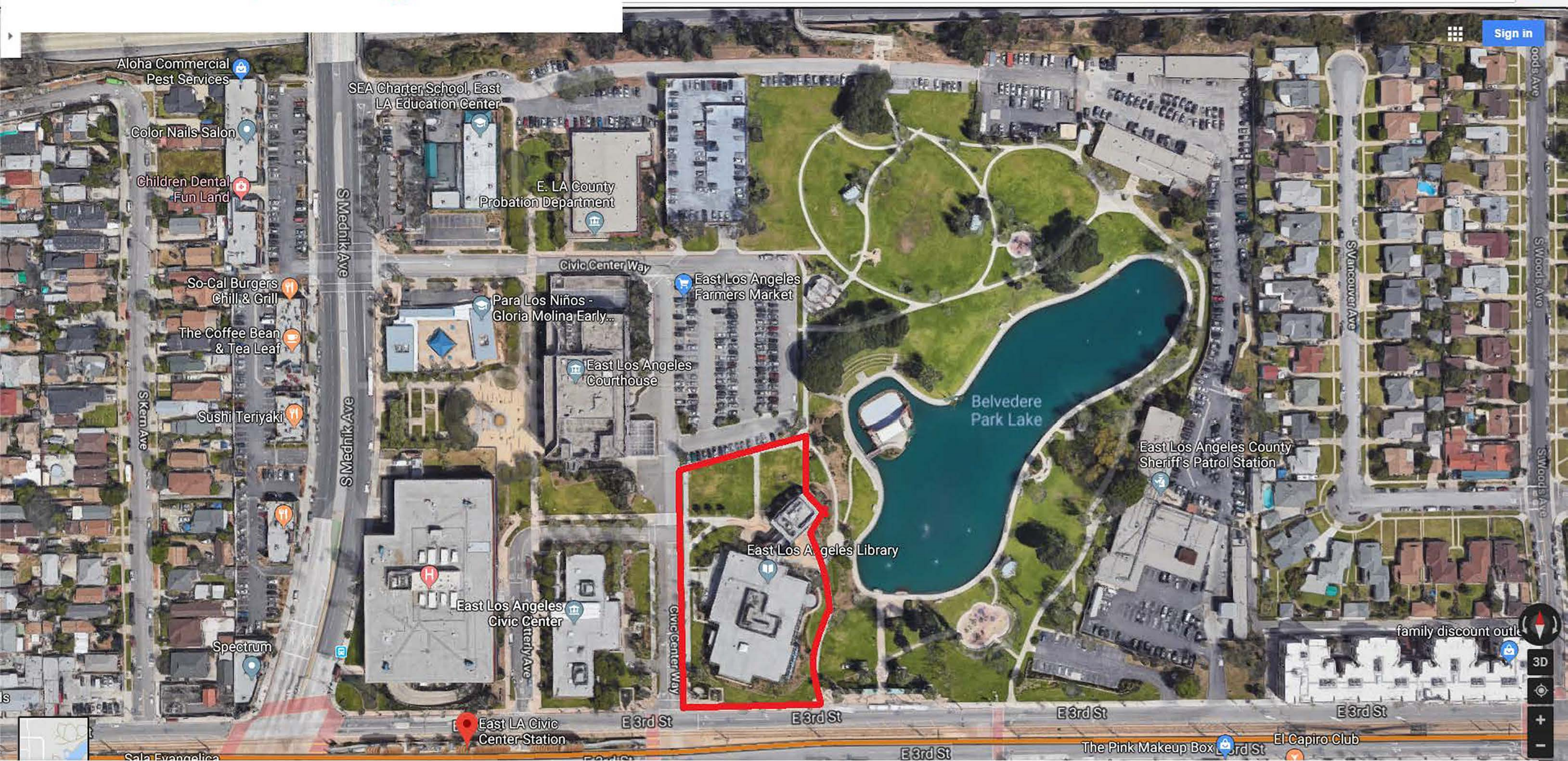
4824 Civic Center Way, Los Angeles



Disclaimer:

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4837 E. 3rd St., Los Angeles



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4849 E. Civic Center Way,
Los Angeles

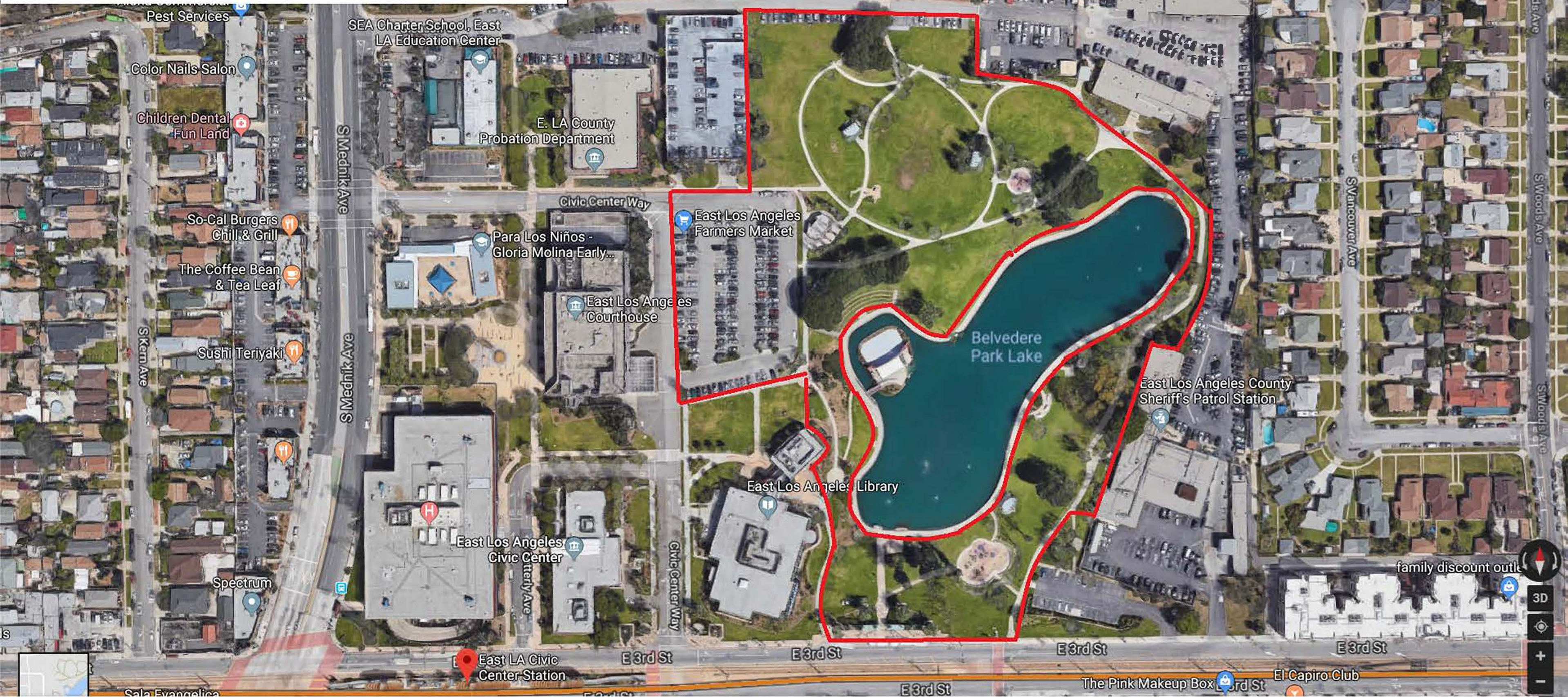


Disclaimer:

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4901 E. 3rd. St., Los Angeles

CEO/East LA Civic Center Park



Disclaimer:

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4901 E. 3rd St. Los Angeles

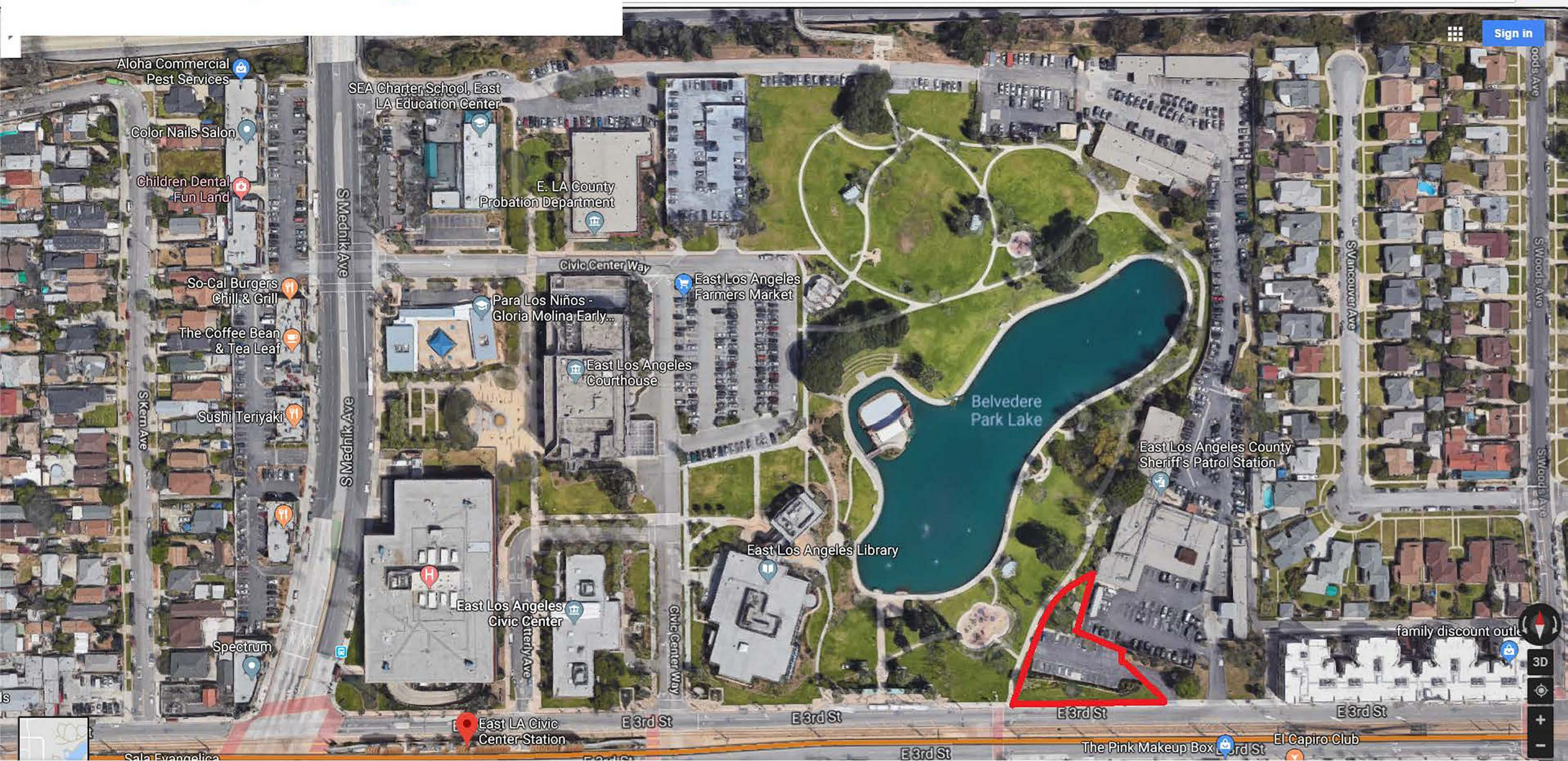
CEO/East LA Civic Center Lake



Disclaimer:

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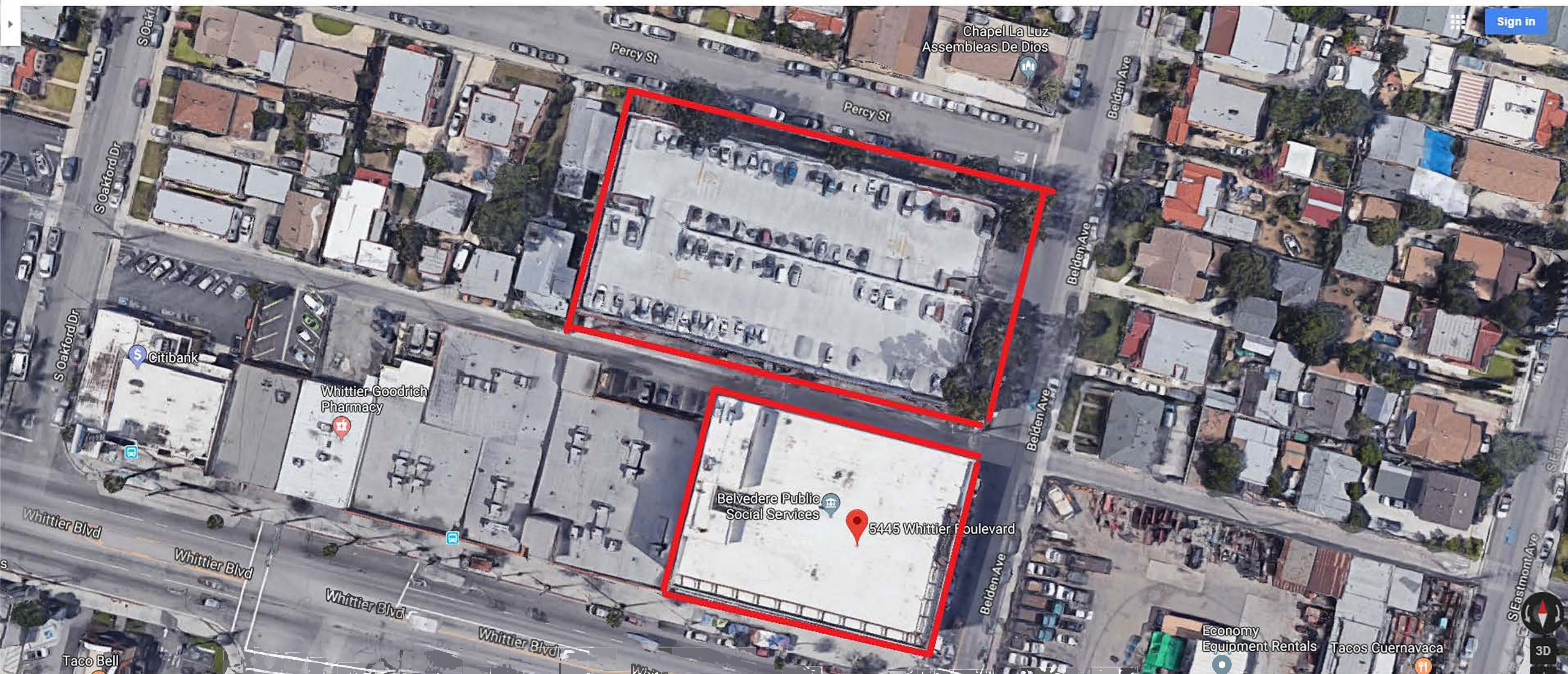
5019 E. 3rd St., Los Angeles



Disclaimer:

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5445 Whittier Blvd., Los Angeles



Disclaimer:

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Sardo & Sons
Warehousing

Urban Expressions

Porter & Bond
Handbags shop

Union Pacific Ave

Union Pacific

5555 Ferguson Dr.,
Commerce 90022

Disclaimer- This aerial may not be a true representation of the current landscape. This aerial may not also accurately show and quantify the actual number of trees, plants, shrubs, and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. May, 2023

Miller Milling Company

Department of Health
Services- Human...

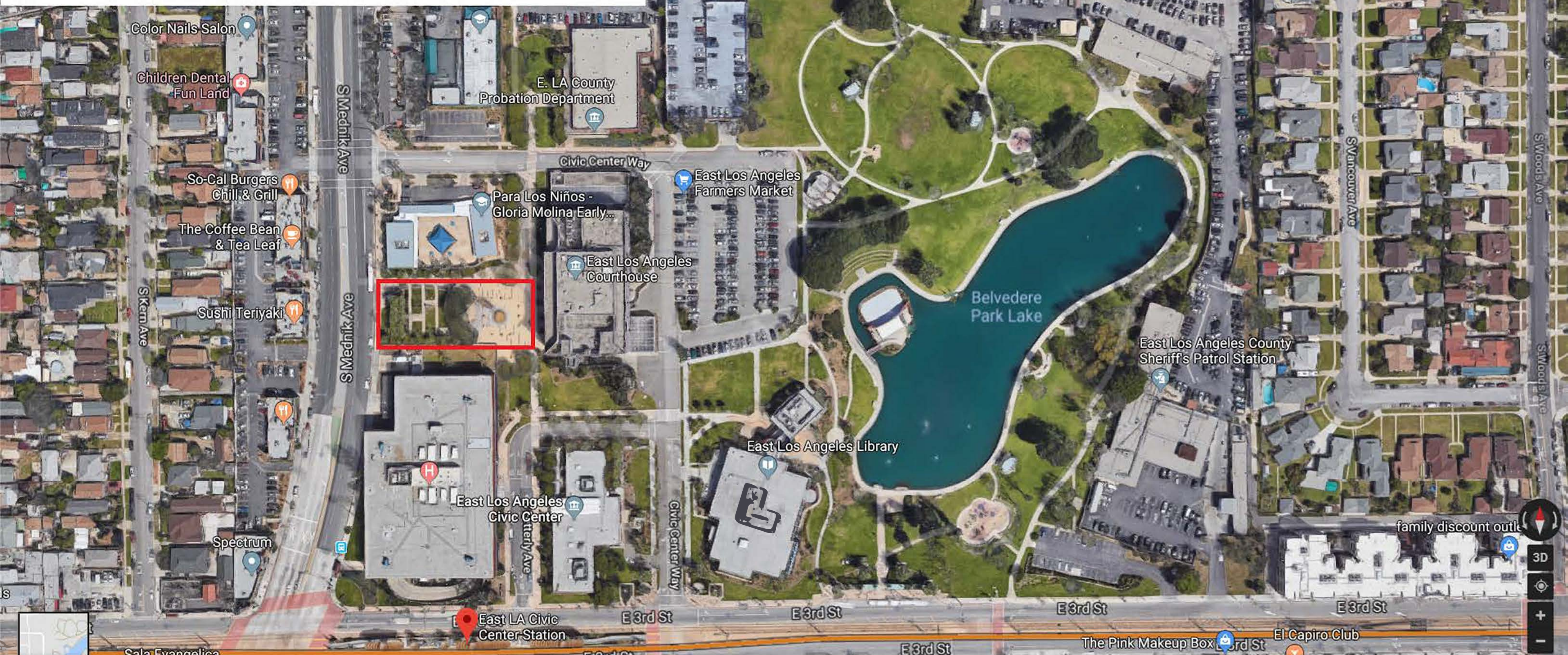
LA County Chief
Executive Office

Oldcastle
Building Envelope

Google

Layers

999 Mednik Ave., Los Angeles CEO/East LA Civic Center (Courtyard)



Disclaimer:

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4495 E. Cesar E. Chavez Ave. Los Angeles, CA 90022

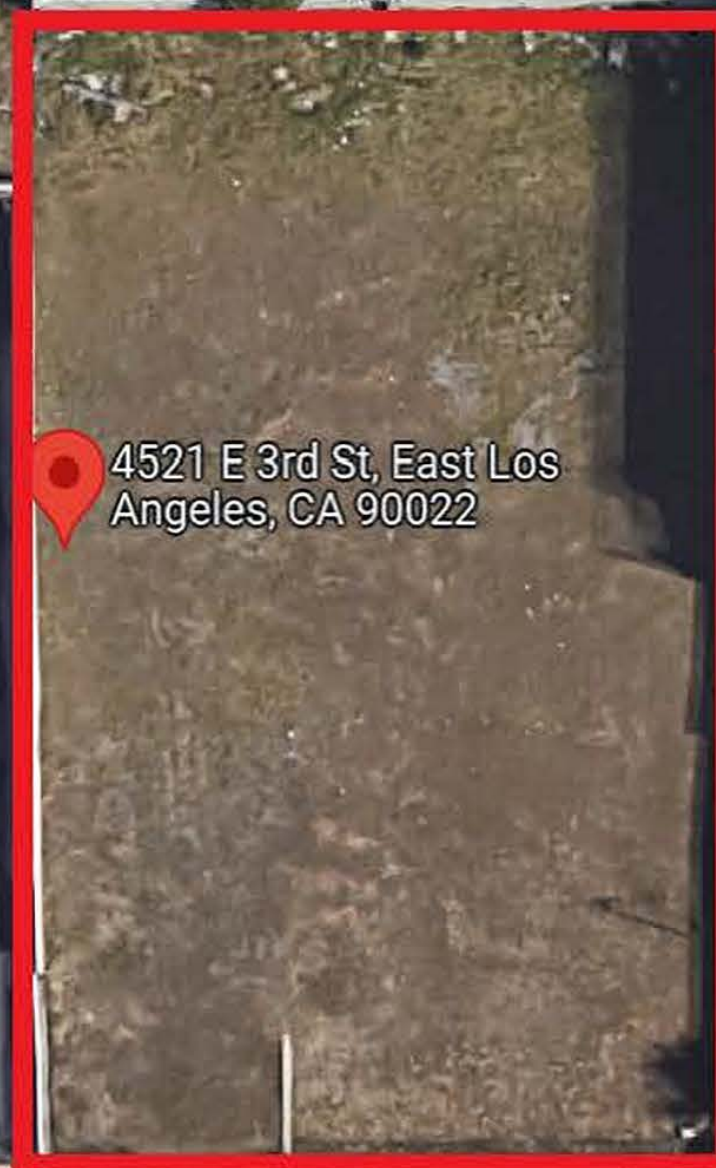
4496 E. Cesar E. Chavez Ave. Los Angeles, CA 90022



Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately show and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. MAY, 2023

4525/27/29/29½ E. 3rd Street Los Angeles, CA 90022
Part of Maravilla Properties

Sign in



4521 E 3rd St, East Los Angeles, CA 90022

Eddy Naime
Espinosa Vision

Nationwide
Direct Lending

Coastal Detox S

Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately show and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. MAY 2023

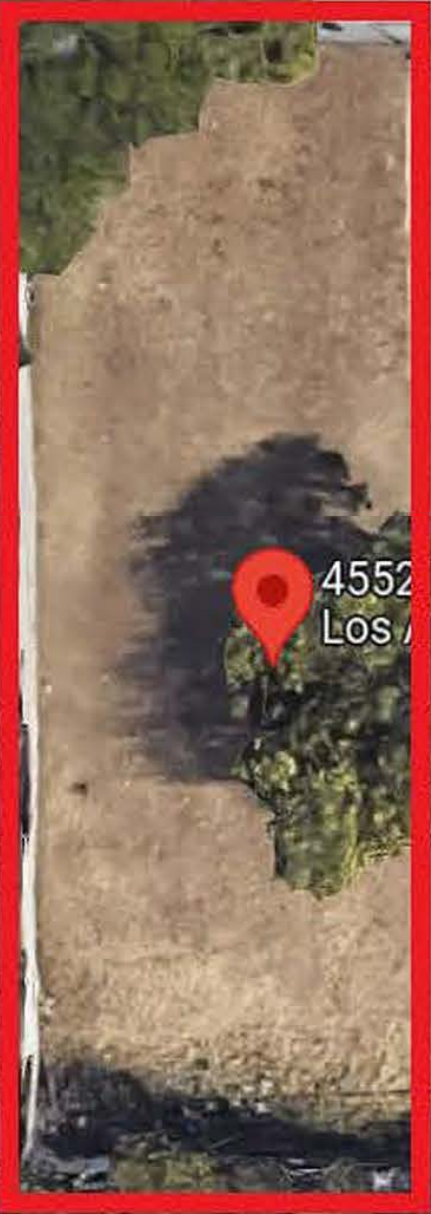


Google

E-3rd St

E 3rd St

4552 Floral Drive Los Angeles, CA 90022
Part of Maravilla Properties

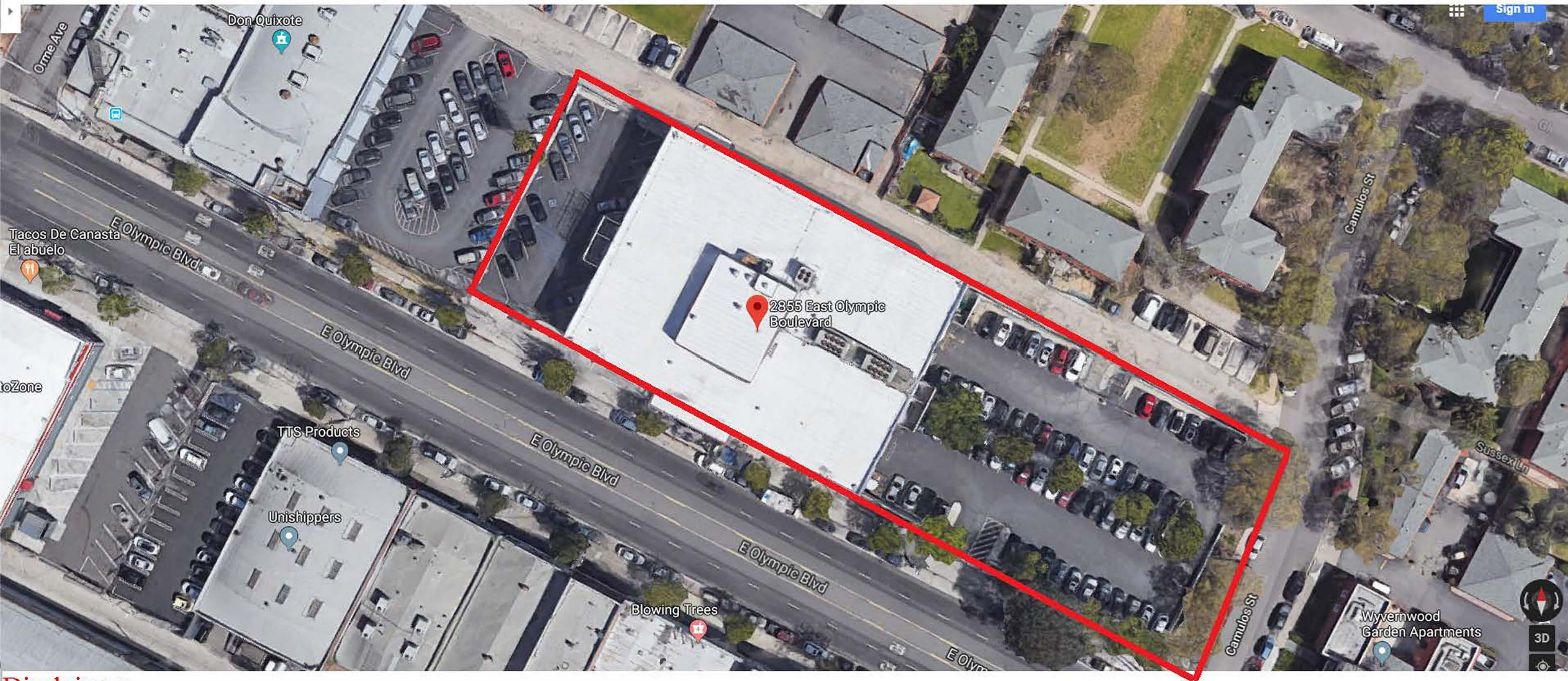


4552 Floral Dr, East
Los Angeles, CA 90022

Disclaimer – This aerial may not be a true representation of the current landscape. This aerial may not also accurately show and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. MAY, 2023



2855 E. Olympic Blvd., Los Angeles



Disclaimer:

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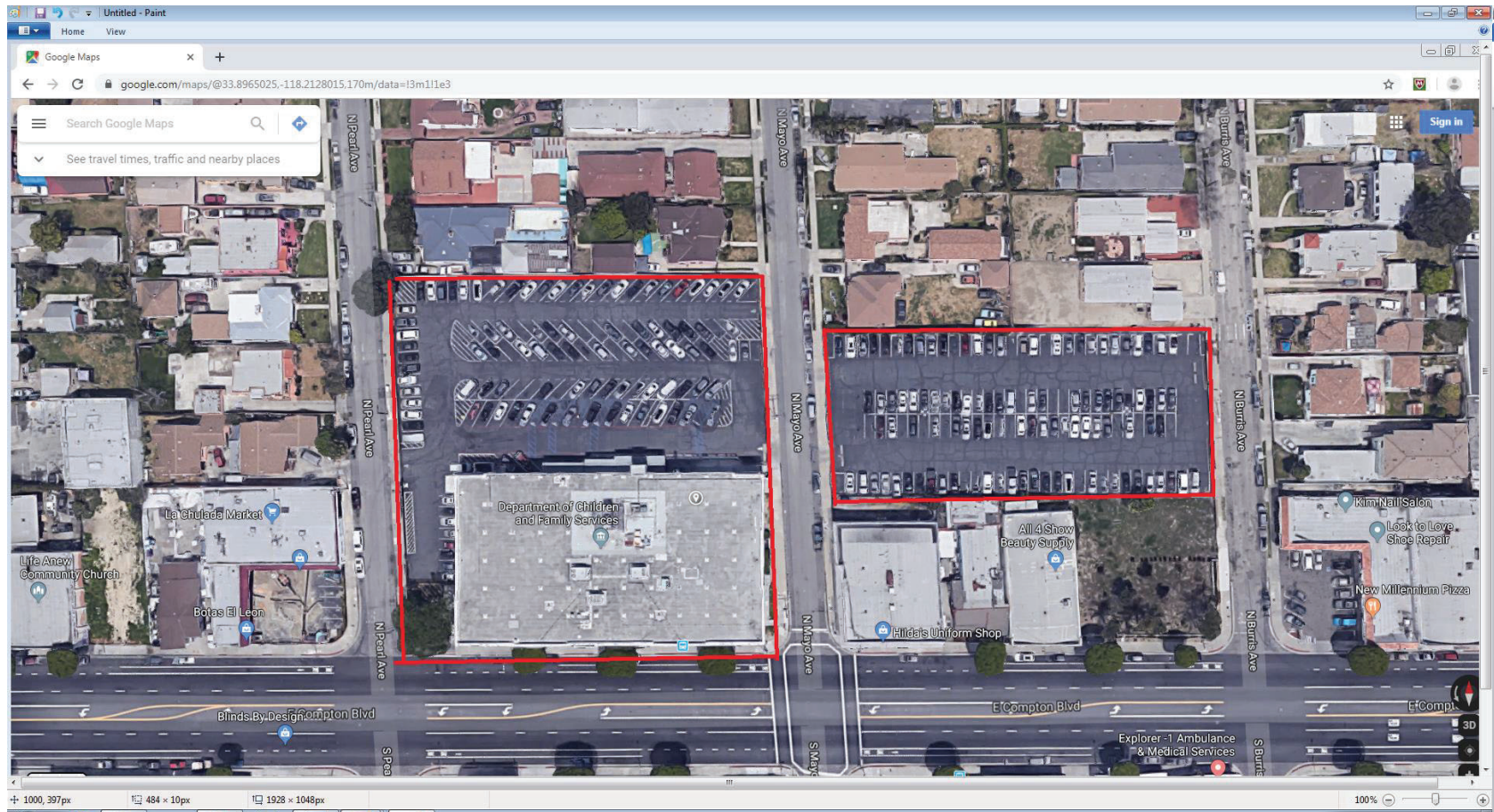
11833 S. Wilmington Ave., Los Angeles



Disclaimer:

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921 E. Compton Blvd, Compton CA



DISCLAIMER: THE ABOVE IMAGE MAY NOT A BE TRUE REPRESENTATION OF THE CURRENT LANDSCAPE CONDITIONS, NOR DOES IT ACCURATELY QUANTIFY NUMBER OF TREES, PLANTS, SHRUBS, ETC., TO BE SERVICED. THIS MERELY SERVES TO REPRESENT THE BOUNDARIES OF THE ABOVE FACILITY. MAY, 2023

11258 S. Garfield Ave., Downey



Disclaimer:

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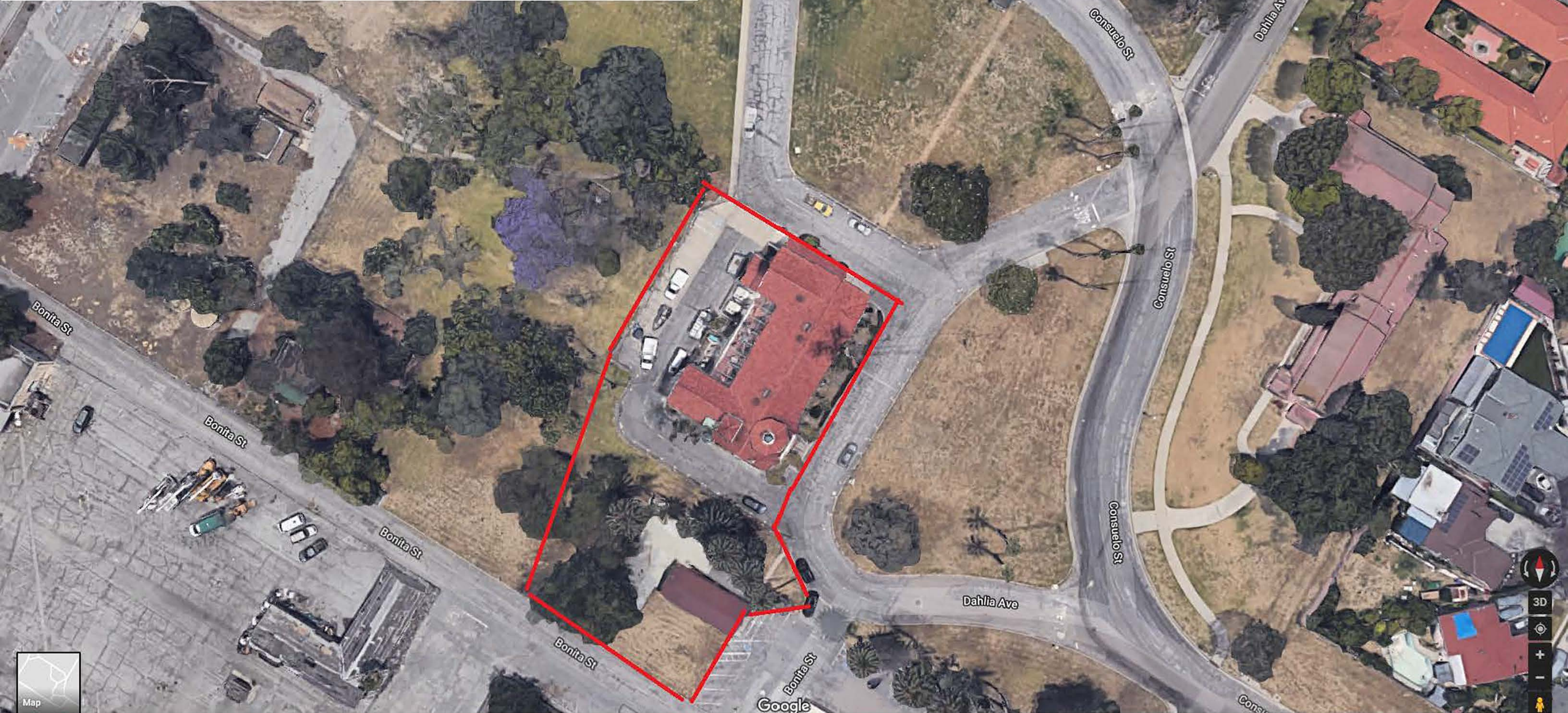
12750 Erickson Ave.
Downey



Disclaimer:

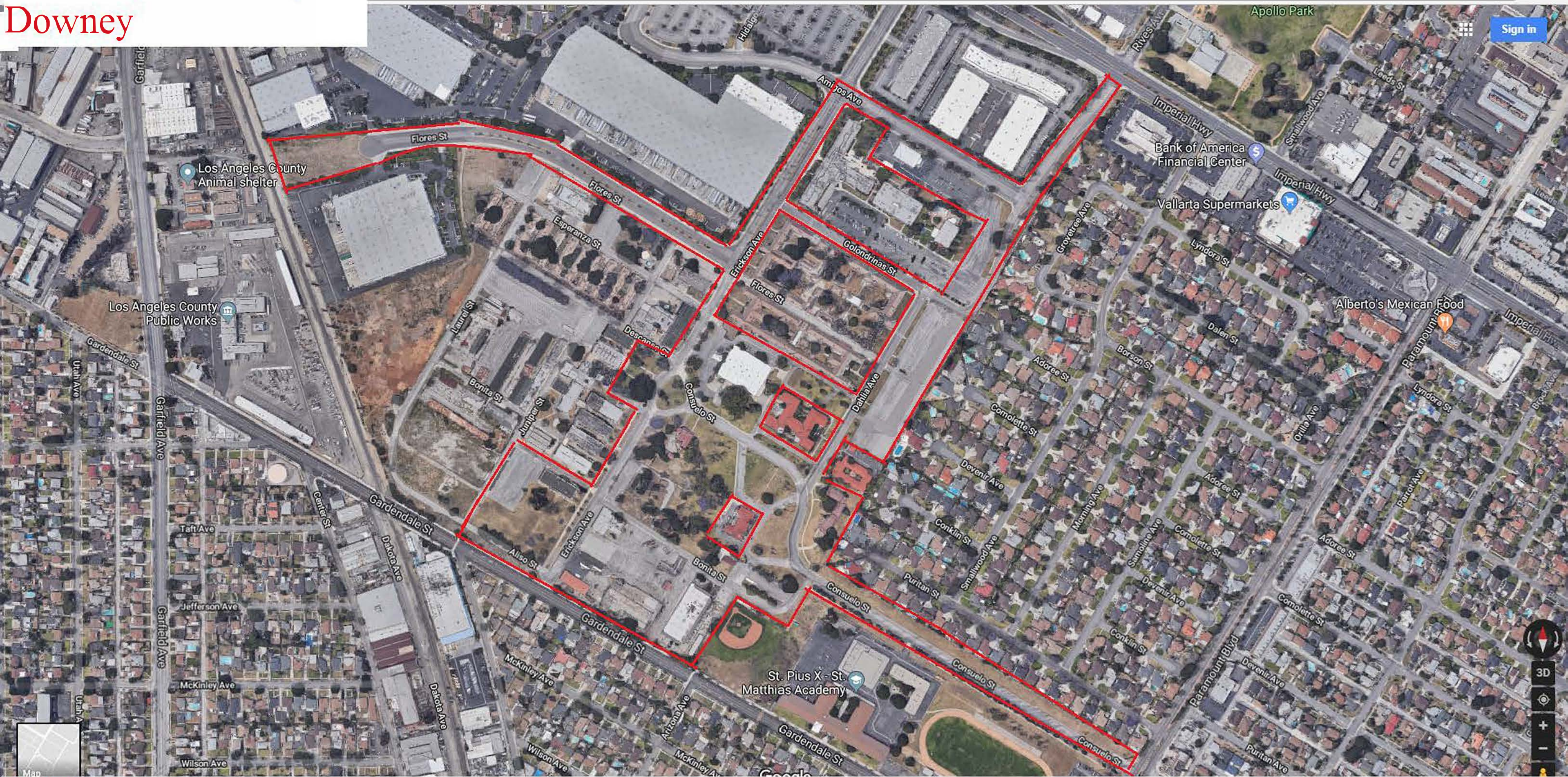
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. MAY, 2023

1301 Dahlia Ave.
Downey



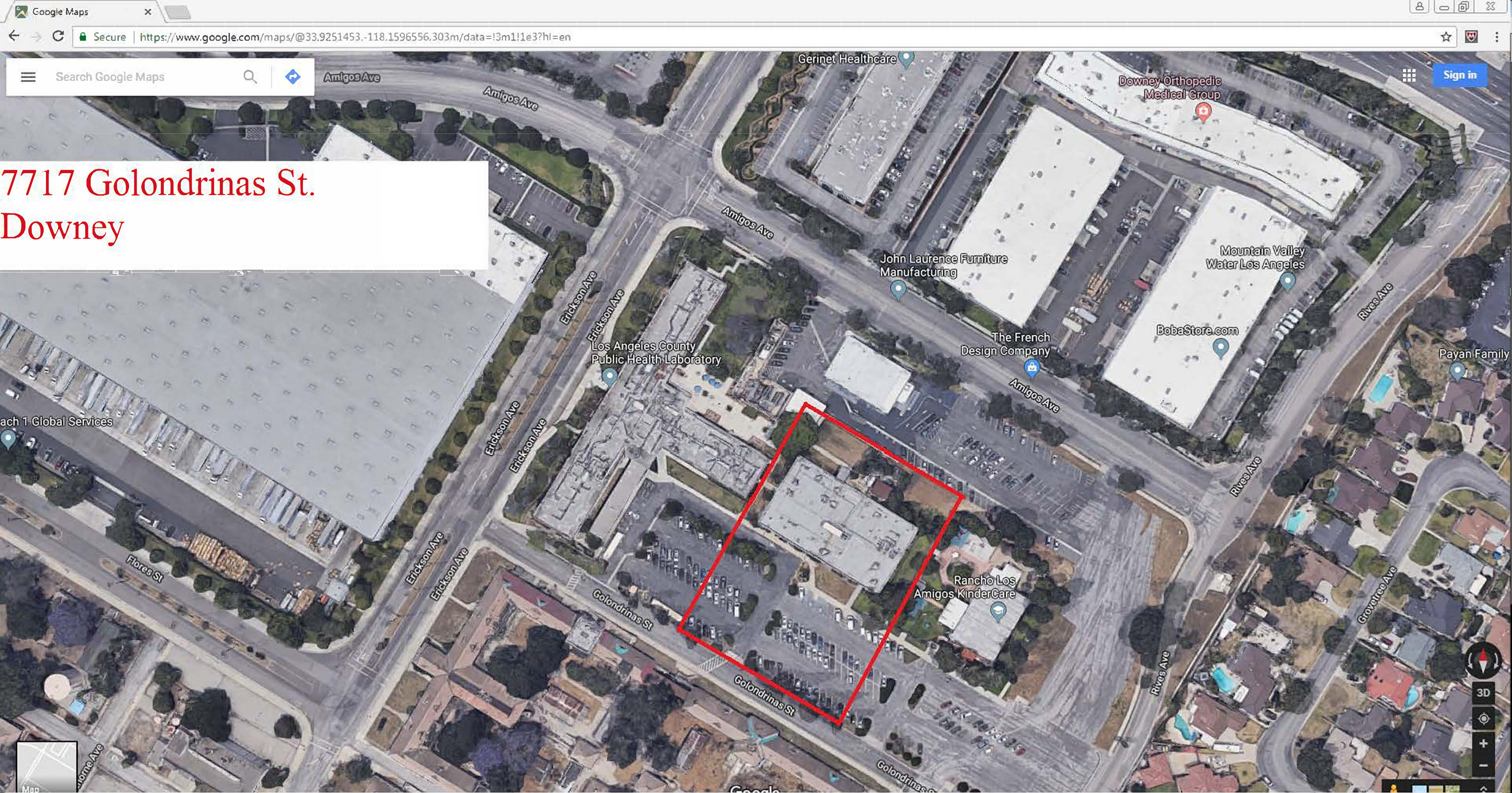
Disclaimer:
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7601 Imperial Hwy. Downey



Disclaimer:

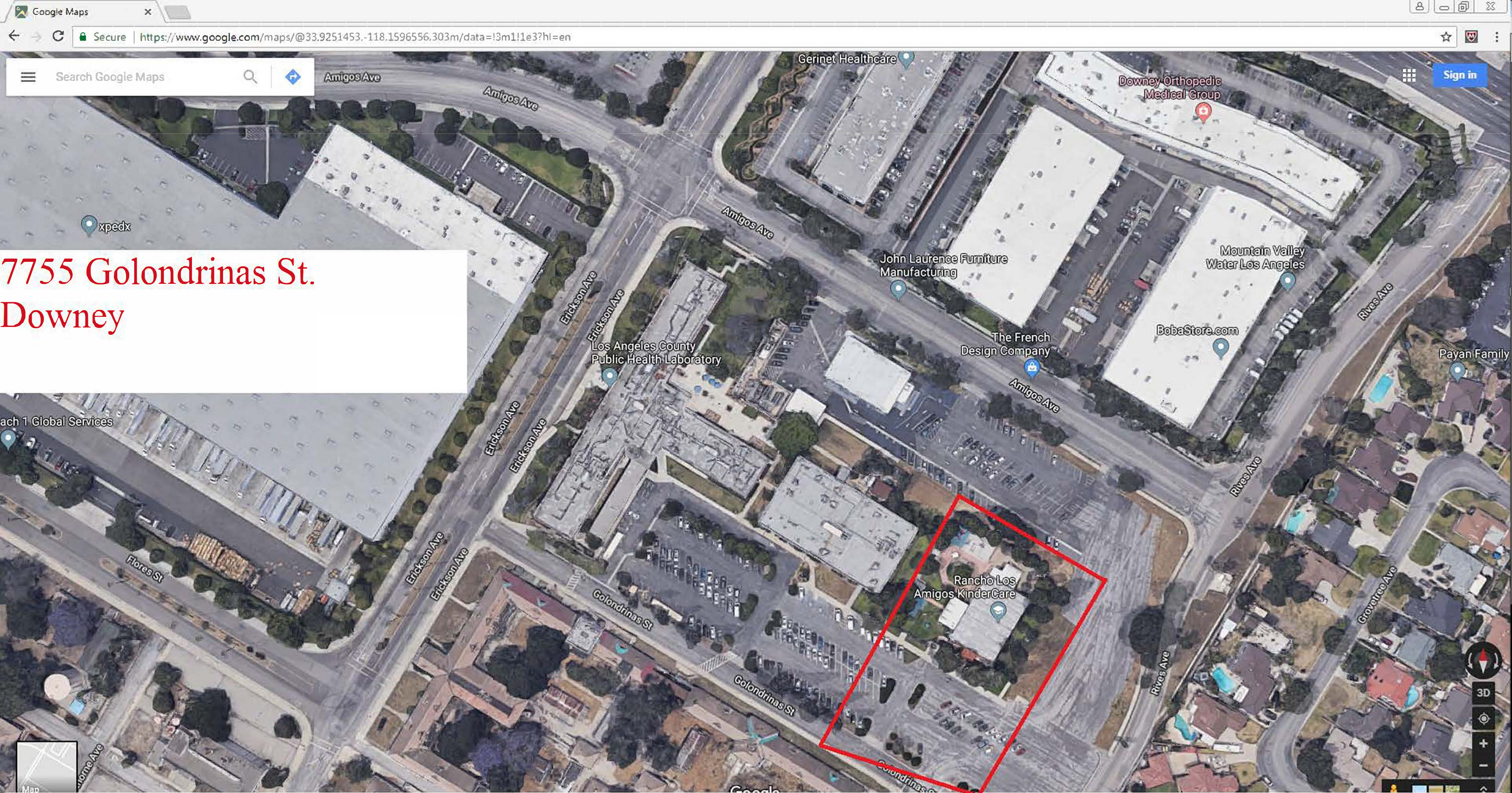
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. MAY, 2023



7717 Golondrinas St.
Downey

Disclaimer:

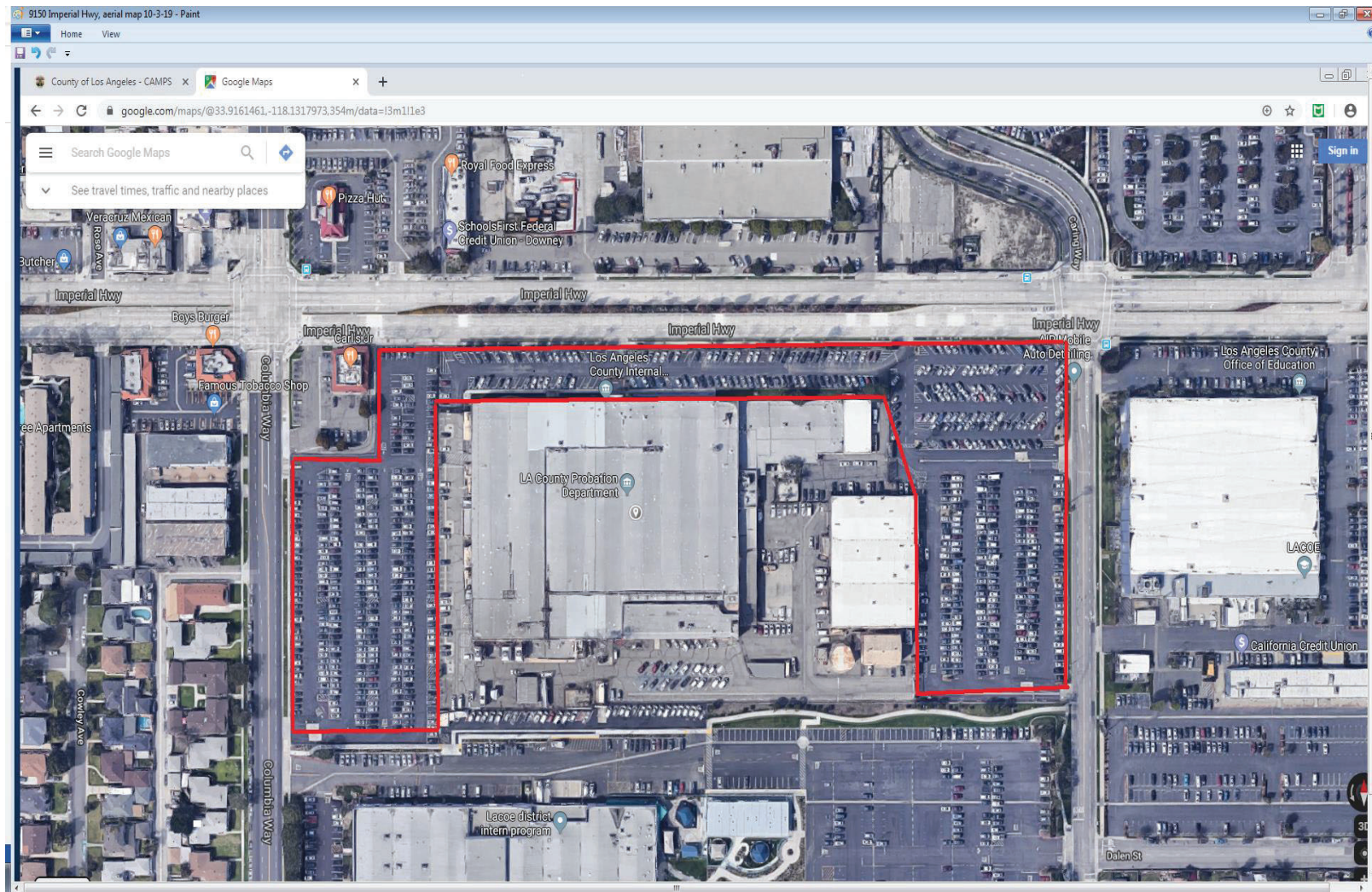
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility. MAY, 2023



7755 Golondrinas St.
Downey

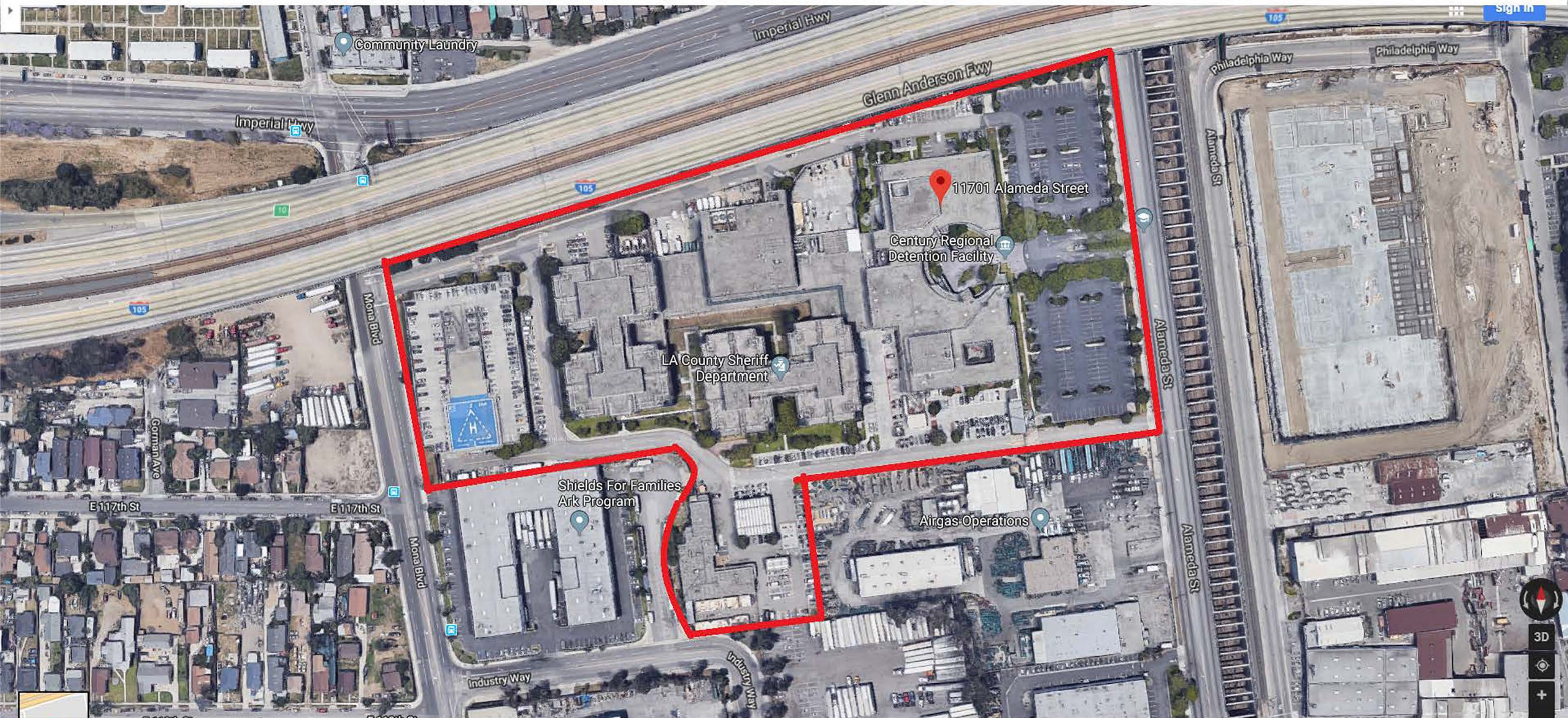
Disclaimer:

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DISCLAIMER: THE ABOVE IMAGE MAY NOT A BE TRUE REPRESENTATION OF THE CURRENT LANDSCAPE CONDITIONS, NOR DOES IT ACCURATELY QUANTIFY NUMBER OF TREES, PLANTS, SHRUBS, ETC., TO BE SERVICED. THIS MERELY SERVES TO REPRESENT THE BOUNDARIES OF THE ABOVE FACILITY. MAY, 2023

11701-7 S. Alameda St., Lynwood



Disclaimer:

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999 Mednik Ave., Los Angeles CEO/East LA Civic Center Freeway Fence

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15312 S. Paramount Blvd.
Paramount, CA. 90723

Paramount Blvd

Paramount Blvd

Torres Furniture
Furniture store

Guillen Raymond

Glamour Hair Design

Disclaimer- This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to the Spec Sheet to determine what services are included within these boundaries. Jan. 2024

Rancho Los Amigos
Natl Rehabilitation Ctr


7601 E. Imperial Hwy. 601/602
Downey, CA. 90242

Harriman Building
at RLANRC

Patient Financial Service

Health Information
Management

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8130 S. Atlantic Ave.
Cudahy, CA. 90201

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ISD
OPERATIONS SERVICE
CUSTODIAL & LANDSCAPING SERVICES DIVISION

MONTHLY CONTRACTOR PERFORMANCE SUMMARY

Inspection Type			
Contractor			
Contract Person			
Contract Monitor			
Inspection for Month of			
Address			
Facility Name:			
County Department			

GENERAL CUSTODIAL SERVICES - UNACCEPTABLE CONDITIONS/CORRECTIVE ACTION NEEDED:

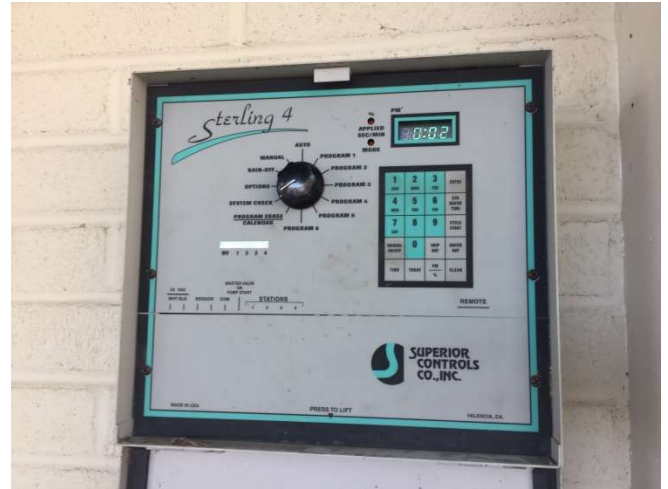
LOCATION	SOW#	LITTER CONTROL	COMMENTS
On the East Side of building	9.4.A	Frequency: Each visit.	
On the East Side of building	9.4.B	Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as Countys Projector Manager or his designee deems practical.	Remove the debris paper, trash
On the East Side of building	9.4.C	All litter and debris occurring as a result of Contractors operations shall be removed from the landscaped area immediately following such operations.	
On the East Side of building	9.4.D	Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.	
On the East Side of building	9.4.E	Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.	
On the East Side of building	9.4.F	Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor shall submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.	

ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Facility Name:	Observation Date:
Address:	Monitor/Section Manager:
Contractor:	District:

Irrigation Controller #1

Make:
Model:
Location:
Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial Notes:
Stations: Notes:
Days and Hours:



(*Every station should control one RCV)

Valve#_1_ (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Valve# 2 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



Valve# 3 (Valve number should match up with station number)

Valve Location:
Valve Cover/Box: <input type="checkbox"/> Intact <input type="checkbox"/> Broken <input type="checkbox"/> Missing Notes:
Valve Functional: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Leaking Notes:
Type of irrigation controlled: <input type="checkbox"/> Sprinkler <input type="checkbox"/> Bubblers <input type="checkbox"/> Drip System
Number of sprinkler heads: Notes:
Notes:



--	--

ISD SIGNATURE

DATE

--	--

CONTRACTOR SIGNATURE

DATE

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

SOW (Click all that was done)

<input type="checkbox"/> SOW 9.1 Mowing	<input type="checkbox"/> SOW 9.10 Rodent Control
<input type="checkbox"/> SOW 9.2 Edging/Detailing/Weed Control	<input type="checkbox"/> SOW 10.1 Chemical Edging/Detailing
<input type="checkbox"/> SOW 9.3 Weed Control	<input type="checkbox"/> SOW 10.2 Trimming and Crowning of Trees
<input type="checkbox"/> SOW 9.4 Litter Control	<input type="checkbox"/> SOW 10.3 Aerification
<input type="checkbox"/> SOW 9.5 Raking	<input type="checkbox"/> SOW 10.4 Fertilization
<input type="checkbox"/> SOW 9.6 Pruning of trees, hedges, ground cover	<input type="checkbox"/> SOW 10.5 Renovation/Vertical Mowing
<input type="checkbox"/> SOW 9.7 Watering	<input type="checkbox"/> SOW 10.6 Cultivating
<input type="checkbox"/> SOW 9.8 Irrigation system maintenance	<input type="checkbox"/> SOW 10.7 Turf Reseeding/Restoration of Bare Areas
<input type="checkbox"/> SOW 9.9 Disease/Insect Control	<input type="checkbox"/> Other _____

NOTES

RECOMMENDATION

PICTURES: to be provided if required. Use Additional pages if necessary

Landscape Service Slip

Region # and Facility Name:	Service Date:
Address:	Contractor:

**LANDSCAPE SERVICES
PRICING SHEET
REGION 6**

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
04070/12810	1	Sheriff/East LA Special Enforcement Bureau	130 S. Fetterly Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$250.00	\$250.00	\$250.00	\$250.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$650.00	\$660.00	\$675.00	\$690.00	
		Monthly Total:			\$920.00	\$930.00	\$945.00	\$960.00	
04027/12810	2	Health Services/Edward Roybal Comprehensive Health Center	245 S. Fetterly Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$250.00	\$250.00	\$250.00	\$250.00	
		Aerification (SOW 10.3)			\$20.00	\$20.00	\$20.00	\$20.00	
		Fertilization (SOW 10.4)			\$20.00	\$20.00	\$20.00	\$20.00	
		All other services (Services within HRS/Days of Operation)			\$1,200.00	\$1,210.00	\$1,210.00	\$1,250.00	
		Monthly Total:			\$1,490.00	\$1,510.00	\$1,510.00	\$1,540.00	
10522	3	Aging & Disabilities/Centro Maravilla Service Center	4716 Cesar E. Chavez Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$100.00	\$100.00	\$100.00	\$100.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$1,265.00	\$1,275.00	\$1,285.00	\$1,295.00	
		Monthly Total:			\$1,385.00	\$1,395.00	\$1,405.00	\$1,415.00	
06748	4	Public Works/East Los Angeles County Hall	4801 E. 3rd St	East Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$150.00	\$150.00	\$150.00	\$150.00	
		Aerification (SOW 10.3)			\$20.00	\$20.00	\$20.00	\$20.00	
		Fertilization (SOW 10.4)			\$30.00	\$30.00	\$30.00	\$30.00	
		All other services (Services within HRS/Days of Operation)			\$903.00	\$925.00	\$935.00	\$950.00	
		Monthly Total:			\$1,103.00	\$1,125.00	\$1,135.00	\$1,150.00	
04076/12810	5	CEO/East Los Angeles Civic Center-Child Care Center	4824 Civic Center Way	East Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$200.00	\$200.00	\$200.00	\$200.00	
		Aerification (SOW 10.3)			\$20.00	\$20.00	\$20.00	\$20.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$620.00	\$630.00	\$640.00	\$650.00	
		Monthly Total:			\$850.00	\$860.00	\$870.00	\$880.00	
12810	6	CEO/East LA Library	4837 E. 3rd St	East Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$250.00	\$250.00	\$250.00	\$250.00	
		Aerification (SOW 10.3)			\$30.00	\$30.00	\$30.00	\$30.00	
		Fertilization (SOW 10.4)			\$20.00	\$20.00	\$20.00	\$20.00	
		All other services (Services within HRS/Days of Operation)			\$1,204.00	\$1,210.00	\$1,220.00	\$1,250.00	
		Monthly Total:			\$1,504.00	\$1,510.00	\$1,520.00	\$1,550.00	
04069/12810	7	Probation/Probation East LA Area Office	4849 E. Civic Center Way	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$120.00	\$120.00	\$120.00	\$120.00	
		Aerification (SOW 10.3)			\$20.00	\$20.00	\$20.00	\$20.00	
		Fertilization (SOW 10.4)			\$20.00	\$20.00	\$20.00	\$20.00	
		All other services (Services within HRS/Days of Operation)			\$1,200.00	\$1,210.00	\$1,220.00	\$1,250.00	
		Monthly Total:			\$1,360.00	\$1,370.00	\$1,380.00	\$1,410.00	
04060/12810	8	Parks & Recreation/East LA Civic Center Park	4901 E. 3rd St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$500.00	\$500.00	\$500.00	\$500.00	
		Aerification (SOW 10.3)			\$50.00	\$50.00	\$50.00	\$50.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$9,500.00	\$9,600.00	\$9,750.00	\$9,975.00	
		Monthly Total:			\$10,100.00	\$10,200.00	\$10,350.00	\$10,575.00	
04063/12810	9	Parks & Recreation/East LA Civic Center Lake	4901 E. 3rd St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$100.00	\$100.00	\$100.00	\$100.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$950.00	\$960.00	\$970.00	\$980.00	
		Monthly Total:			\$1,070.00	\$1,080.00	\$1,090.00	\$1,100.00	
04066/12810	10	Sheriff/East Los Angeles Station	5019 E. 3rd St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.00	\$300.00	\$300.00	\$300.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$850.00	\$870.00	\$890.00	\$900.00	
		Monthly Total:			\$1,170.00	\$1,190.00	\$1,210.00	\$1,220.00	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 6**

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
05213	11	DPSS/Belvedere AP District Office	5445 Whittier Bl	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$200.00	\$200.00	\$200.00	\$200.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$1,210.00	\$1,220.00	\$1,230.00	\$1,250.00	
		Monthly Total:			\$1,430.00	\$1,440.00	\$1,450.00	\$1,470.00	
05041	12	Public Health/Ferguson Complex	5555 Ferguson Dr	Commerce					
		Tree Trimming (SOW 10.2)	Periodic Services		\$150.00	\$150.00	\$150.00	\$150.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$20.00	\$20.00	\$20.00	\$20.00	
		All other services (Services within HRS/Days of Operation)			\$1,800.00	\$1,810.00	\$1,820.00	\$1,850.00	
		Monthly Total:			\$1,980.00	\$1,990.00	\$2,000.00	\$2,030.00	
12810	13	CEO/East LA Civic Center (Vacant Lot)	999 Mednick St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$10.00	\$10.00	\$10.00	\$10.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$920.00	\$930.00	\$940.00	\$960.00	
		Monthly Total:			\$950.00	\$960.00	\$970.00	\$990.00	
11864	14	Economic Opportunity/Parking Log	4495-4496 E. Cesar Chavez Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$100.00	\$100.00	\$100.00	\$100.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$1,560.00	\$1,570.00	\$1,580.00	\$1,600.00	
		Monthly Total:			\$1,670.00	\$1,680.00	\$1,690.00	\$1,710.00	
11863	15	Economic Opportunity/Vacant Lot	4525 E. 3rd St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$0.00	\$0.00	\$0.00	\$0.00	
		All other services (Services within HRS/Days of Operation)			\$250.00	\$260.00	\$270.00	\$300.00	
		Monthly Total:			\$250.00	\$260.00	\$270.00	\$300.00	
11866	16	Economic Opportunity/Vacant Lot	4552 Floral Dr	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$50.00	\$50.00	\$50.00	\$50.00	
		Aerification (SOW 10.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 10.4)			\$5.00	\$5.00	\$5.00	\$5.00	
		All other services (Services within HRS/Days of Operation)			\$130.00	\$140.00	\$150.00	\$175.00	
		Monthly Total:			\$185.00	\$195.00	\$205.00	\$230.00	
05285	17	DPSS/Metro East AP District Office	2855 Olympic Bl	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$150.00	\$150.00	\$150.00	\$150.00	
		Aerification (SOW 10.3)			\$5.00	\$5.00	\$5.00	\$5.00	
		Fertilization (SOW 10.4)			\$20.00	\$20.00	\$20.00	\$20.00	
		All other services (Services within HRS/Days of Operation)			\$1,300.00	\$1,320.00	\$1,330.00	\$1,350.00	
		Monthly Total:			\$1,475.00	\$1,495.00	\$1,505.00	\$1,575.00	
06544	18	Public Health/Martin Luther King JR. Center for Public Health	11833 Wilmington Ave	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$300.00	\$300.00	\$300.00	\$300.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$1,150.00	\$1,170.00	\$1,180.00	\$1,200.00	
		Monthly Total:			\$1,470.00	\$1,490.00	\$1,500.00	\$1,520.00	
10435	19	Mental Health/Compton Family Services Center	921 E. Compton Bl	Compton					
		Tree Trimming (SOW 10.2)	Periodic Services		\$150.00	\$150.00	\$150.00	\$150.00	
		Aerification (SOW 10.3)			\$5.00	\$5.00	\$5.00	\$5.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$640.00	\$650.00	\$660.00	\$690.00	
		Monthly Total:			\$805.00	\$815.00	\$825.00	\$855.00	
08960	20	Animal Care & Control/Animal Control #1	11258 Garfield Ave	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$20.00	\$20.00	\$20.00	\$20.00	
		Aerification (SOW 10.3)			\$20.00	\$20.00	\$20.00	\$20.00	
		Fertilization (SOW 10.4)			\$20.00	\$20.00	\$20.00	\$20.00	
		All other services (Services within HRS/Days of Operation)			\$1,300.00	\$1,310.00	\$1,320.00	\$1,350.00	
		Monthly Total:			\$1,360.00	\$1,370.00	\$1,380.00	\$1,410.00	
01316	21	Public Health/Public Health Laboratory	12750 Erickson Ave	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$200.00	\$200.00	\$200.00	\$200.00	
		Aerification (SOW 10.3)			\$50.00	\$50.00	\$50.00	\$50.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$1,340.00	\$1,350.00	\$1,360.00	\$1,390.00	
		Monthly Total:			\$1,640.00	\$1,650.00	\$1,660.00	\$1,690.00	

**LANDSCAPE SERVICES
PRICING SHEET
REGION 6**

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
01303	22	Sheriff/Internal Criminal Investigations Bureau	13001 Dahlia Ave	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$250.00	\$250.00	\$250.00	\$250.00	
		Aerification (SOW 10.3)			\$100.00	\$100.00	\$100.00	\$100.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$1,204.00	\$1,210.00	\$1,220.00	\$1,230.00	
		Monthly Total:			\$1,604.00	\$1,614.00	\$1,620.00	\$1,630.00	
01300/12810	23	Health Services/Rancho Los Amigos Hospital (South Campus)	7601 Imperial Hwy	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$900.00	\$900.00	\$900.00	\$900.00	
		Aerification (SOW 10.3)			\$100.00	\$100.00	\$100.00	\$100.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$6,020.00	\$6,050.00	\$6,070.00	\$7,050.00	
		Monthly Total:			\$7,070.00	\$7,100.00	\$7,120.00	\$8,100.00	
01306/12810	24	Sheriff/South Crime Laboratory	7717 Golondrinas St	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$250.00	\$250.00	\$250.00	\$250.00	
		Aerification (SOW 10.3)			\$100.00	\$100.00	\$100.00	\$100.00	
		Fertilization (SOW 10.4)			\$50.00	\$50.00	\$50.00	\$50.00	
		All other services (Services within HRS/Days of Operation)			\$1,540.00	\$1,560.00	\$1,580.00	\$1,620.00	
		Monthly Total:			\$1,940.00	\$1,960.00	\$1,980.00	\$2,020.00	
01317/12810	25	Health Services/Rancho Los Amigos Children's Center	7755 Golondrinas St	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$650.00	\$650.00	\$650.00	\$650.00	
		Aerification (SOW 10.3)			\$200.00	\$200.00	\$200.00	\$200.00	
		Fertilization (SOW 10.4)			\$200.00	\$200.00	\$200.00	\$200.00	
		All other services (Services within HRS/Days of Operation)			\$1,750.00	\$1,760.00	\$1,780.00	\$1,810.00	
		Monthly Total:			\$2,800.00	\$2,810.00	\$2,830.00	\$2,860.00	
04052	26	Probation/Downey Admin Center	9150 E. Imperial Hwy	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$450.00	\$450.00	\$450.00	\$450.00	
		Aerification (SOW 10.3)			\$20.00	\$20.00	\$20.00	\$20.00	
		Fertilization (SOW 10.4)			\$30.00	\$30.00	\$30.00	\$30.00	
		All other services (Services within HRS/Days of Operation)			\$1,120.00	\$1,130.00	\$1,140.00	\$1,170.00	
		Monthly Total:			\$1,620.00	\$1,630.00	\$1,640.00	\$1,670.00	
04000	27	Sheriff/Century Regional Justice Center	11701-7 S. Alameda St	Lynwood					
		Tree Trimming (SOW 10.2)	Periodic Services		\$950.00	\$950.00	\$950.00	\$950.00	
		Aerification (SOW 10.3)			\$250.00	\$250.00	\$250.00	\$250.00	
		Fertilization (SOW 10.4)			\$100.00	\$100.00	\$100.00	\$100.00	
		All other services (Services within HRS/Days of Operation)			\$5,300.00	\$5,320.00	\$5,350.00	\$5,520.00	
		Monthly Total:			\$6,600.00	\$6,620.00	\$6,650.00	\$6,820.00	
12810	28	CEO/East LA Civic Center (Freeway Fence)	999 Mednick St	Los Angeles					
		Tree Trimming (SOW 10.2)	Periodic Services		\$150.00	\$150.00	\$150.00	\$150.00	
		Aerification (SOW 10.3)			\$20.00	\$20.00	\$20.00	\$20.00	
		Fertilization (SOW 10.4)			\$20.00	\$20.00	\$20.00	\$20.00	
		All other services (Services within HRS/Days of Operation)			\$675.00	\$680.00	\$700.00	\$730.00	
		Monthly Total:			\$865.00	\$870.00	\$890.00	\$920.00	
06483	29	Sheriff/Parole Compliance Team	15312 S. Paramount Bl	Paramount					
		Tree Trimming (SOW 10.2)	Periodic Services		\$0.00	\$0.00	\$0.00	\$0.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$560.00	\$565.00	\$570.00	\$590.00	
		Monthly Total:			\$580.00	\$585.00	\$590.00	\$610.00	
11873	30	Health Services/Housing for Health	7601 Imperial Hwy	Downey					
		Tree Trimming (SOW 10.2)	Periodic Services		\$10.00	\$10.00	\$10.00	\$10.00	
		Aerification (SOW 10.3)			\$20.00	\$20.00	\$20.00	\$20.00	
		Fertilization (SOW 10.4)			\$30.00	\$30.00	\$30.00	\$30.00	
		All other services (Services within HRS/Days of Operation)			\$2,060.00	\$2,070.00	\$2,080.00	\$2,250.00	
		Monthly Total:			\$2,120.00	\$2,130.00	\$2,140.00	\$2,310.00	
05218	31	DPSS/Cudahy A/P District Office	8130 S. Atlantic Ave	Cudahy					
		Tree Trimming (SOW 10.2)	Periodic Services		\$20.00	\$20.00	\$20.00	\$20.00	
		Aerification (SOW 10.3)			\$10.00	\$10.00	\$10.00	\$10.00	
		Fertilization (SOW 10.4)			\$10.00	\$10.00	\$10.00	\$10.00	
		All other services (Services within HRS/Days of Operation)			\$1,100.00	\$1,120.00	\$1,140.00	\$1,150.00	
		Monthly Total:			\$1,140.00	\$1,160.00	\$1,180.00	\$1,190.00	
		GRAND TOTAL:			\$60,506.00	\$60,994.00	\$61,510.00	\$63,710.00	

ADDITIONAL SERVICES*				
SERVICE	RATE (\$) Effective 10/01/24	RATE (\$) Effective 01/01/25	RATE (\$) Effective 01/01/26	RATE (\$) Effective 01/01/27 and Beyond

LANDSCAPE SERVICES
PRICING SHEET
REGION 6

EXHIBIT 9

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/24	MONTHLY COST EFFECTIVE 10/01/25	MONTHLY COST EFFECTIVE 10/01/26	MONTHLY COST EFFECTIVE 10/01/27 AND BEYOND	COMMENTS
			Facility Additions - Staffing		\$ 40.00	\$ 41.00	\$ 42.00	\$ 45.00	
			Landscape Laborer (Hourly Rate)		\$ 35.00	\$ 36.00	\$ 37.00	\$ 38.00	
			Principal Landscaper (Hourly Rate)		\$ 40.00	\$ 41.00	\$ 42.00	\$ 45.00	
			Supervisor (Hourly Rate)		\$ 45.00	\$ 46.00	\$ 47.00	\$ 49.00	

Notes*

These rates shall be fully burdened.

Effective January 1, 2025 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.

Exclusive document to be used as Contractor's pricing sheet, as indicated in Sample Contract, Paragraph 5.1.

REGION NO.	FACILITY NO.	FACILITY NAME/LOCATION	ADDRESS	CITY	EMPLOYEE NAME OR IDENTIFIER	POSITION TITLE	FULL TIME / PART TIME	WORK SCHEDULE	HRS / DAY	HOURS							WEEKLY HOURS			HOURLY RATE
										MON	TUE	WED	THU	FRI	SAT	SUN	COUNTY	NON- COUNTY	TOTAL	
6	1	Sheriff/East LA Special Enforcement Bureau	130 S. Fetterly Ave	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8		3						3	37	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8		3						3	37	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8		1						1	39	40	\$26.50
					E04	plumber	Full time	6:00AM-2:30PM	8	1							1	39	40	\$22.00
6	2	Health Services/Edward Roybal Comprehensive Health Center	245 S. Fetterly Ave	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8	2	2	2	2	2	2		10	30	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	2	2	2	2	2	2		10	35	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1		1		1			3	37	40	\$26.50
6	3	Aging & Disabilities/Centro Maravilla Service Center	4716 Cesar E. Chavez Ave	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8	4							4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	4							4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1							1	39	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8			1					1	39	40	\$22.00
6	4	Public Works/East Los Angeles County Hall	4801 E. 3rd St	East Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8	3							3	37	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	3							3	37	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1							1	39	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8			1					1	39	40	\$22.00
6	5	CEO/East Los Angeles Civic Center-Child Care Center	4824 Civic Center Way	East Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8				4	Bi monthly			4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8				4				4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8				1				1	39	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8	1							1	39	40	\$22.00
6	6	CEO/East LA Library	4837 E. 3rd St	East Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8		4						4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8		4						4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8		1						1	39	40	\$26.50
					E04	Plumber	Full time	6:00AM-2:30PM	8			1					1	39	40	\$22.00
6	7	Probation/Probation East LA Area Office	4849 E. Civic Center Way	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8	3							3	37	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	3							3	37	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1							1	39	40	\$26.50
6	8	Parks & Recreation/East LA Civic Center Park	4901 E. 3rd St	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8	4	4	4	4	4	4	4	28	12	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	4	4	4	4	4	4	4	28	12	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1	1		1	1			4	36	40	\$26.50
					E04	Plumber	Full time	6:00AM-2:30PM	8					1			1	39	40	\$22.00
6	9	Parks & Recreation/East LA Civic Center Lake	4901 E. 3rd St	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8	2							2	38	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	2							2	38	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1							1	39	40	\$26.50
6	10	Sheriff/East Los Angeles Station	5019 E. 3rd St	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8		2						2	38	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8		2						2	38	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8		1						1	39	40	\$26.50
6	11	DPSS/Belvedere AP District Office	5445 Whittier Bl	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8				4				4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8				4				4	36	40	\$21.50

Company Name: Sepco Earthscape, Inc.
Region: 6

REQUIRED FORMS - EXHIBIT 11
LIVING WAGE PROGRAM - STAFFING PLAN

REGION NO.	FACILITY NO.	FACILITY NAME/LOCATION	ADDRESS	CITY	EMPLOYEE NAME OR IDENTIFIER	POSITION TITLE	FULL TIME / PART TIME	WORK SCHEDULE	HRS / DAY	HOURS							WEEKLY HOURS			HOURLY RATE
										MON	TUE	WED	THU	FRI	SAT	SUN	COUNTY	NON- COUNTY	TOTAL	
					E03	Supervisor	Full Time	6:00AM -2:30PM	8				2				2	38	40	\$26.50
					E04	Plumber	Full time	6:00AM-2:30PM	8			1					1	39	40	\$22.00
6	12	Public Health/Ferguson Complex	5555 Ferguson Dr	Commerce	E01	Laborer	Full Time	6:00AM -2:30PM	8	3			4				7	33	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	3			4				7	33	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8				2				2	38	40	\$26.50
					E04	Plumber	Full time	6:00AM-2:30PM	8			1					1	39	40	\$22.00
6	13	CEO/East LA Civic Center (Vacant Lot)	999 Mednick St	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8	2							2	38	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	2							2	38	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1							1	39	40	\$26.50
6	14	Economic Opportunity/Parking Log	4495-4496 E. Cesar Chavez Ave	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8						4		4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8						4		4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8		1						1	39	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8				1				1	39	40	\$22.00
6	15	Economic Opportunity/Vacant Lot	4525 E. 3rd St	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8						3		3	37	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8						3		3	37	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8						1		1	39	40	\$26.50
6	16	Economic Opportunity/Vacant Lot	4552 Floral Dr	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8						2		2	38	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8						2		2	38	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8						1		1	39	40	\$26.50
					E04	Plumber	Full time	6:00AM-2:30PM	8		1						1	39	40	\$22.00
6	17	DPSS/Metro East AP District Office	2855 Olympic Bl	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8				4				4	38	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8				4				4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8				1				1	36	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8		1						1	39	40	\$22.00
6	18	Public Health/Martin Luther King JR. Center for Public Health	11833 Wilmington Ave	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8				4				4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8				4				4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8				1				1	38	40	\$26.50
					E04	Plumber	Full time	6:00AM-2:30PM	8					1			1	39	40	\$22.00
6	19	Mental Health/Compton Family Services Center	921 E. Compton Bl	Compton	E01	Laborer	Full Time	6:00AM -2:30PM	8					2			2	38	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8					2			2	38	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8					1			1	39	40	\$26.50
6	20	Animal Care & Control/Animal Control #1	11258 Garfield Ave	Downey	E01	Laborer	Full Time	6:00AM -2:30PM	8	4							4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	4							4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1							1	39	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8					1			1	39	40	\$22.00
6	21	Public Health/Public Health Laboratory	12750 Erickson Ave	Downey	E01	Laborer	Full Time	6:00AM -2:30PM	8			4					4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8			4					4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8			1					1	39	40	\$26.50
					E04	Plumber	Full time	6:00AM-2:30PM	8					1			1	39	40	\$22.00
6	22	Sheriff/Internal Criminal Investigations Bureau	13001 Dahlia Ave	Downey	E01	Laborer	Full Time	6:00AM -2:30PM	8	4							4	36	40	\$20.50

Company Name: Sepco Earthscape, Inc.
Region: 6

REQUIRED FORMS - EXHIBIT 11
LIVING WAGE PROGRAM - STAFFING PLAN

Region No.	Facility No.	Facility Name/Location	Address	City	Employee Name or Identifier	Position Title	Full Time / Part Time	Work Schedule	Hrs / Day	Hours							Weekly Hours			Hourly Rate
										Mon	Tue	Wed	Thu	Fri	Sat	Sun	County	Non-County	Total	
					E02	Foreman	Full Time	6:00AM -2:30PM	8	4							4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8				1				1	39	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8			1					1	39	40	\$22.00
6	23	Health Services/Rancho Los Amigos Hospital (South Camp	7601 Imperial Hwy	Downey	E01	Laborer	Full Time	6:00AM -2:30PM	8	4	4	4	4	4	4		20	20	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	4	4	4	4	4	4		20	20	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1		1		1			3	37	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8			1					1	39	40	\$22.00
6	24	Sheriff/South Crime Laboratory	7717 Golondrin	Downey	E01	Laborer	Full Time	6:00AM -2:30PM	8		3						3	37	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8		3						3	37	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8		1						1	39	40	\$26.50
6	25	Health Services/Rancho Los Amigos Children's Center	7755 Golondrin	Downey	E01	Laborer	Full Time	6:00AM -2:30PM	8		4						4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8		4						4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8		1						1	39	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8			1					1	39	40	\$22.00
6	26	Probation/Downey Admin Center	9150 E. Imperial Hwy	Downey	E01	Laborer	Full Time	6:00AM -2:30PM	8						4		4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8						4		4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8			1					1	39	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8		1						1	39	40	\$22.00
6	27	Sheriff/Century Regional Justice Center	11701-7 S. Alameda St	Lynwood	E01	Laborer	Full Time	6:00AM -2:30PM	8	4		4		4			12	28	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	4		4		4			12	28	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8			1		1			2	388	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8		1						1	39	40	\$22.00
6	28	CEO/East LA Civic Center (Freeway Fence)	999 Mednick St	Los Angeles	E01	Laborer	Full Time	6:00AM -2:30PM	8	2							2	38	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8	2							2	38	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8	1							1	39	40	\$26.50
6	29	Sheriff/Parole Compliance Team	15312 S. Paramount Bl	Paramount	E01	Laborer	Full Time	6:00AM -2:30PM	8				3				3	37	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8				3				3	37	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8				1				1	39	40	\$26.50
6	30	Health Services/Housing for Health	7601 Imperial Hwy	Downey	E01	Laborer	Full Time	6:00AM -2:30PM	8		5						5	35	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8		5						5	35	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8		1		1				2	38	40	\$26.50
					E04	Plumber	Full Time	6:00AM-2:30PM	8	1							1	39	40	\$22.00
6	31	DPSS/Cudahy A/P District Office	8130 S. Atlantic Ave	Cudahy	E01	Laborer	Full Time	6:00AM -2:30PM	8				4	Bi monthly			4	36	40	\$20.50
					E02	Foreman	Full Time	6:00AM -2:30PM	8				4				4	36	40	\$21.50
					E03	Supervisor	Full Time	6:00AM -2:30PM	8				1				1	39	40	\$26.50
										TOTAL										

COUNTY'S ADMINISTRATION

CONTRACT NO. GCS-I10822-C

COUNTY'S PROJECT DIRECTOR:

Name: Christie Carr
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-mail Address: ccarr@isd.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: Anthony Davis
Title: Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
elephone: 323-607-1073
E-mail Address: ADavis@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Contract Monitors
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATIONSepco Earthscape, Inc

CONTRACTOR'S NAME

CONTRACT NO. GCS-II0822-C

CONTRACTOR'S PROJECT MANAGER:

Name: Sepehr Raafat
Title: President
Address: 1204 Pearl St, Santa Monica, CA 90405

Telephone: (310)345-7245
Facsimile: (310)399-1493
E-mail Address: sepcoearthscape@aol.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Sepehr Raafat
Title: same as above
Address: _____

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

Name: Shireen Ghaffarian
Title: Vice President
Address: 2730 Wilshire Blvd, Suite 660, Santa Monica, CA 90403

Telephone: (310)614-6153
Facsimile: _____
E-mail Address: shisep@aol.com

NOTICES TO CONTRACTOR:

Name: Sepehr Raafat
Title: same as above
Address: _____

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

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Sepco Earthscape, Inc Contract No GCS-I10822-C

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 must 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: Sepehr Raafat

POSITION: President

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, Sepehr Raafat (President)

Do hereby state:

That I pay or supervise the payment of the persons employed by Sepco Earthscape, Inc on the GCS-110822-c (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

Sepehr Raafat (President)

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.

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 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 Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	CPI

Effective January 1, 2025, 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.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.